



**COMMON COUNCIL
MIDDLETOWN, CONNECTICUT**

**REGULAR MEETING
MONDAY, FEBRUARY 7, 2022
7:00 PM**

MINUTES

A Regular Meeting of the Common Council of the City of Middletown was held remotely, via WebEx, on Monday, February 7, 2022, beginning at 7:00 PM. The meeting was also livestreamed on the City's Facebook page.

Present:

Councilwoman Jeanette Blackwell
Councilwoman Meghan Carta
Councilwoman Grady Faulkner, Jr.
Councilman Darnell Ford
Councilman Edward Ford, Jr.
Councilman Anthony Gennaro, Sr.

Councilman Vincent Loffredo
Councilman Anthony Mangiafico
Councilman Edward McKeon
Councilman Eugene Nocera
Councilman Philip Pessina
Councilwoman Linda Salafia

Mayor Benjamin D. Florsheim, Chair
Corporation Counsel Daniel Ryan, Esq.
Linda Reed, Clerk of the Common Council

Also Present:

General Counsel – Brig Smith, Esq.
Mayor's Chief of Staff -- Barbara Knoll Peterson
Recreation – Cathy Lechowicz, Director
Police – Chief Erik Costa, Acting Deputy Chief Richard Davis, Capt. John Lozefski, Lt. David Godwin, Lt. Nick Puorro, Officer Kurt Sriver,
Water & Sewer – Joseph Fazzino, PE, Director

Public: WebEx: 13 Facebook: unknown

1. Call to Order

Mayor Benjamin Florsheim calls the meeting to order at 7:00 PM. He welcomes everyone to the Regular Meeting of the Common Council.

The Chair asks Councilman Philip Pessina to lead the Common Council in the Pledge of Allegiance.

Councilman Pessina calls for a short personal privilege before doing the Pledge of Allegiance. He asks the Councilmembers to join him in a moment of silence in moment of silence to recognize the late Sgt. George Ding wall, who died on January 28, 2000. It has been 22 years. Councilman Pessina notes that the late Sgt. Ding wall was one of his Sergeants. After a moment of silence, Councilman Pessina leads the Pledge of Allegiance.

2. Accept/Amend the Agenda

Councilman Edward McKeon moves to accept the agenda. Councilman Philip Pessina seconds the motion.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved.

3. Resolution - Black History Month

APPROVED BY ACCLAMATION

RESOLUTION No. 06-22; CC: review/ resolution/ CC Black History Month RES 06-22 – 7 Feb 2022

BLACK HISTORY MONTH

WHEREAS, every President since 1976 has issued a proclamation declaring February as Black History Month in the United States; and

WHEREAS, this observance began with Carter G. Woodson in 1926 for the purpose of teaching the history of African Americans and of showing how they are a significant part of American history; and

WHEREAS, this observance was created to educate all Americans about the unique history of African-Americans, focusing on and highlighting the culture, contributions, and accomplishments as well as to honor the legacy of Americans of African descent at the local, national, and international level; and

WHEREAS, The Association for the Study of African American Life and History (ASALH) has chosen **BLACK HEALTH & WELLNESS** as the national theme for 2022; and

WHEREAS, the results of a National Health and Nutrition Survey (2016) reported that 14% of Black persons all ages are in fair or poor health, specifically Blacks 20 & over suffered the highest percent of obesity, hypertension, and diabetes. In addition the survey found that 11.6% of Blacks 65 & over were without Health Insurance; and

WHEREAS, the transatlantic slave trade, specifically the Euro-American slave trade operated from the 16th to the 19th centuries, ships loaded with its commodity of humans packed in layered shelving the size of a gym locker below the deck with poor ventilation and restricted access to bathroom facilities; a position they remained in until they were delivered or thrown overboard due to illness or expiration. These slave trader ships traveled a triangular trade route, a Middle Passage as the ship owners regarded the captives as perishable and needed to be transported to America as quickly and cheaply as possible and sold as merchandise at markets along with other goods and services, presented in a manner minimizing wear and tear conditions of the dehumanization both mental and physical; and

WHEREAS, in their pre-colonial lives, the African diet consisted primarily of fresh vegetables generated from their own farms including fruits, grains, and nuts and quality vegetables from the harvests, meats were consumed outside the harvest cycle; and

WHEREAS, once sold into enslavement on Plantations, the "slave diet" was comprised of high saturated fats from pork and a limited selection of low quality vegetables a conditioned legacy of which was improved in taste, visual presentation, and branded as a cuisine called "Soul Food" during the Black Power movement; and

WHEREAS, predominant scientists of the 19th century considered Black Americans as less than human, history shows that Black bodies were exploited by Medical Institutions who hired grave robbing "Resurrectionists" to provide fresh cadavers for educational and research purposes. In addition, there have been several living persons subjected to unethical experiments such as the Tuskegee Experiment thus further instilling fear and distrust in medical institutions resulting in avoidance of professional health visits and effective treatment; and

WHEREAS, in the current Corona Virus Pandemic, distrust in medical institutions by the People of Color jeopardizes our community, several local organizations have joined in an effort to conduct several outreach initiatives to encourage participation in the preventative measures needed to protect the community at large including targeted mask production and distribution, Virus Testing and Vaccination administration in order to protect the Middletown population; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: that the City of Middletown supports the active observance of Black History Month and encourages our citizens to honestly embrace this part of American History for the purpose of ensuring that the goals and ideals expressed in our Constitutions may be pursued constructively, safely and collectively to the benefit of all with a level of equity; and

BE IT FURTHER RESOLVED: that we are grateful for the outreach efforts of Community Health Center, Ministerial Health Fellowship, Cross Street AME Zion, and the local NAACP Youth Council for their direct action to get the word out in a passionate, informed, and caring approach to the Community of Color all coordinated by Acting Director of Health Kevin Elak and his capable and trusted staff. Thanks to these efforts and these courageous efforts and the efforts of our frontline medical workers, the sun still shines in Middletown Connecticut.

Submitted by: Councilman Grady L. Faulkner, Jr.

Co-Sponsors:

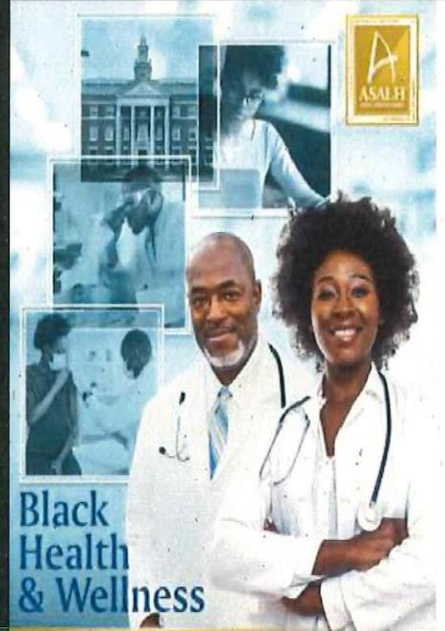
Councilmembers Jeanette Blackwell, Meghan Carta, Darnell Ford, Edward Ford, Jr., Anthony Gennaro, Sr., Anthony Mangiafico, Edward McKeon, Vincent Loffredo Eugene Nocera, Phillip Pessina, and Linda Salafia

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Middletown

Dated this 7th day of February, 2022 at the City of Middletown, Connecticut

ATTESTED

Ashley Flynn-Natale, City & Town Clerk



Councilman Grady Faulkner Jr. reads the resolution and moves to approve and wishes to speak to this resolution. Councilman Edward Ford, Jr. seconds the motion.

Councilman Faulkner thanks his colleagues for voting on this resolution. The pandemic made its way into this resolution, adding that we did a full thing on that topic last year. Knowing history is important. A governor said that kids should not hear this history because it makes them uncomfortable. He explains that things like having unhealthy diets for some 260 plus years in slavery is not a good thing to pass on. This is why we study history: to avoid the things that are not good and accelerate the things that are good. With laws on the books like three-fifths of as human, this was used to treat people as less than human. The roots of freedom look like freedom, but the high costs of things like food, especially when you have no job, continue to force us to buy some of the unhealthiest parts of the meal or diet. Health care requires a job. They removed the public option from the American CARES Act so health care is not really available to all. We seem to making some progress on that, which he is glad to hear. Medical distrust is a real problem. He has talked to people in Middletown, who will not take the vaccine, but thank goodness many have. A lot of people know about these things.

The Tuskegee experiment is another example that has passed down the distrust in the medical system. It has caused problems generation after generation. There were other experiments like those conducted in Lyles Station, Indiana. It was an experiment that was said to be a cure for ringworm -- a scalp fungus -- but it was a lie so that a parent would sign up. Vertis Hardiman lived to be 85, but at age 5 years, he was part of that experiment. He had a hole in his head all of his days, forcing him to wear a hat. This hole was caused by radiation experiments that were government approved.

Councilman Faulkner hopes that people have heard of Henrietta Lack, her story being told in a book that was published in 2010. For those who don't know, she went to the hospital for cancer. The hospital did not stay in touch with her family. Her family had not heard from her and were concerned. The whole time, she was in the hospital, they were taking cells samples. They discovered that when her cells were taken from her body they did not die, but multiplied. That is why the book was written, *The Immortal Henrietta Lack*. It is important to know because her cells have contributed to the medical research, cells called *HeLa* cells. *HeLa* cells have contributed to the creation the polio vaccine, chemotherapy, gene mapping, and *in vitro* fertilization. Other studies include studies on leukemia, cancer, and even Covid-19 vaccines, which use this technology. He mentions her because, of all the things done with experimentation on African Americans, let us not forget the good things that came from the bad things that happened. He mentions this because Henrietta Lack's family did not benefit. They did not know for some 20 years that she was being experimented on, and that they family had never given permission.

During the last pandemic in 1918, a lot of Black doctors and nurses were approved to work in hostiles because they needed more staff. The Black doctors were not authorized everywhere. That 1918 pandemic bred more doctors in the community, more opportunism to be employed.

Councilman Faulkner thanks the Community Health Center, the ministerial Health Fellowship, Cross Street AMZ Zion, and the NAACP Youth Council for their critical outreach, getting so many people vaccinated. He also salutes Acting Health Director Kevin Elak, who has been hard at work since the beginning, adding that he went back and did all of the statistics and added a dimension: race and culture, which is important. This is his resolution, reiterating that he moves for approval.

The Chair thanks Councilman Faulkner for his comments. History is important, learned from, and either repeated or not repeated as the lessons instruct us. The Chair notes that hands are raised by Councilman Philip Pessina, Councilwoman Jeanette Blackwell, and Councilman Edward McKeon. The Chair calls on Councilman Pessina.

Councilman Pessina thanks Councilman Faulkner for this history lesson. He learned something evening, noting that we learn something every day when we listen with our hearts. He adds that the City recently named the school Jeremiah Beman. The school was named after this great man and his great family for all they did to help our slaves come off the ships and get them protected on the Freedom Trail. As a note on a historical event: in 1973, when he joined the Police Department there were three (3) beats. He had the South End beat. When they had destruction, demolition of properties on Main Street, he was in the right place at the right time when they opened the sidewalk. There was a tunnel. Later, he learned that that this was true. He saw it. They didn't keep it, but he will not forget it, when he thinks about Black History Month, he thinks about the families, the children, especially the children, what they had to endure he thanks God for the AMZ Zion Church and the Freedom Trail and the wonderful things that they did to get us to where we are today. We have a lot of work to do, but Middletown embraces this. We have a lot more to do, especially during Black History Month. Thank you.

The Chair call son Councilwoman Jeannette Blackwell followed by Councilman Edward McKeon.

Councilwoman Blackwell thanks Councilman Faulkner for spearheading this resolution. The information certainly validates the need for forging string partnerships to address health disparities and disproportionality. She adds that, when she thinks about Black history, a lot of sacrifices have been made. The other day, someone said to her that Black people do great things every day. She wants to be sure to say this this evening, Black people were enslaved, not just slaves. They did not volunteer to be slaves, they were enslaved people. She reiterates her thanks to Councilman Faulkner.

The Chair calls on Councilman Edward McKeon.

Councilman McKeon thanks Councilman Faulkner for his presentation, he says that Black History Month is so important and should be celebrated in perpetuity. There is a certain irony. One could image the howls that we would hear if we relegated all of history to one white history month. Black history is American history. We are teaching it in schools. He states that these are dangerous time. There are places in this country where books are being burned, books are being banned because they deal with topics that people do not want to hear. This is like the legacy of slavery and white people. People could make an argument, and have made an argument, that the

American that we know would not be the America that we know without the greatness of the enslavement of African American people. The early successes – the sugar trade, the cotton trade – was all made possible because certain of our ancestors enslaved people and none of that economic growth would have been possible. We had it right here in Middletown. The Middle Passage we understand was this triangular voyage, as Councilman Faulkner pointed out, and we would send meat and leather and vegetables to the Caribbean to fuel the plantations. They, in turn, would send slave people back here. So one hundred yards from City Hall, they would arrive and one hundred yards. In the other direction, humans would be auctioned off to the highest bidder. We cannot forget that we share a history, it is important to save Black history, to hear the stories, He looks forward to the day when Black history is part of the greater picture of what American history is. Thank you.

The Chair calls on Councilman Eugene Nocera, followed by Councilman Edward Ford, Jr.

Councilman Nocera thanks Councilman Faulkner for his hard work each year, adding that it does not go unnoticed. It is an important tradition that we have established. The root of our values point to the effort that we take. He adds that Councilman Faulkner worked with Council Clerk Linda Reed to get this written the way that it should be. It is important that the information be written and be heard. It may be unpleasant to some, but it is true. Facts do not lie. It is a reality that we need to listen to as we move forward. Thank you.

The Chair calls on Councilman Edward Ford, Jr.

Councilman Edward Ford states that Councilman Faulkner always delivers to bring in some new to educate us, to enlighten us, each year. It was expressed earlier that Black history is American history. It is not something just for February, the shortest month of the year. It is 24/7/365. It is so rich and so vast. He is amazed what our people have done. Learning more and more is empowering, he encourages everyone to do their own research and be educated. Do it this month and for the rest of the year. We learned more. There is more, respectfully, than Martin Luther King and Rosa Parks. Even the stories of people, who did not get as much recognition like Claudette Colvin, who inspired Rosa Parks. There's so much vast history. It is American history, so take your time uncovering it. You will be enlightened.

The Chair calls on Councilman Darnell Ford.

Councilman Darnell Ford states that he will be brief as much has already been said. They need to move forward. Advancing what they need to know and what they need to learn in the new world that we would all like to see, that we are embracing everyone, that we truly understand what has happened in the past, what is going on now, and what the future looks like for African American people, our brothers and sisters and their children to come. He is happy to support this resolution. Councilman Faulkner always does this justice. With the support behind this, it is a true focus in what we need to have for our future for the African American people. Thank you.

The Chair asks if there are any additional comments.

Councilman Faulkner states that, normally, he lets people know when the Black History Month is scheduled at the Middle School. Although he does not have the date, the event will be held at Beman School. As soon as he has the date, he will let everyone know.

The Chair states that will be a historic date at Beman Middle School. He thanks everyone for their eloquent words. He thanks Councilman Faulkner for his work. He notes that this resolution is approved by acclamation, he asks that, to show support, please say "aye."

The motion is approved unanimously by acclamation. (Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.)

The Chair notes that they will be working to honor Black history and American history throughout this month,

5. Deputy Chief of Police Nomination

A. Interview of Deputy Chief of Police Candidate Richard Davis

The Chair introduces nominee Acting Deputy Chief Richard Davis to the meeting. He thanks Acting Chief Davis, Chief Eric Costa, and the entire Middletown police Department for being an outstanding team. They have, again and again, demonstrated excellence, professionalism, and a willingness to collaborate with the community, with us, as policymakers, and with the State as we move into changes in policing. It is beneficial to the community and the department, as well. Acting Deputy Davis has hit the ground running in the acting role working with Chief Costa to move the community in a positive direction. His experience as well as the trust that he engenders both from the men and women in the department and in the community at large will serve him well in this role. It is his pleasure, along with Chief Costa to present Richard Davis to the Common the Council as nominee as Deputy Chief. If Councilmembers have questions, this is the time. We will then consider a motion for his appointment. Before entertaining any questions, the Chair asks Acting Chief Davis to say a few words. They had hoped to have this meeting in person as they have with other appointments. The Chair calls on Acting Deputy Chief Davis.

The Chair calls on Councilman Eugene Nocera. Councilman Nocera welcomes Acting Deputy Chief Davis, noting that he is a highly valued officer with all that he does. As a community member, he has contributed for many years. He asks Acting Deputy Chief Davis to share his goals and what he hopes to accomplish.

Acting Deputy Chief Davis states that his main goal, as the Acting Deputy Chief under Chief Costa for the past couple of weeks, is recruitment. He thinks they can get a little more diverse, reaching out, not only by race and gender, but within the community to those, who have a vested interest in the City. That is one goal. He would like to get their staffing levels higher, as officers are getting burned out by working long hours and being called in repetitively. Another goal is the Crisis Intervention Team that just started from River Valley. It's a great program. They are in the infancy stage, just having started today. They spoke with the clinicians today. It will help get services for people in need in a much faster manner than the police department. Instead of the Police seeing someone on the sidewalk and requesting committable to a hospital, they may have other things that they can do to take care of it instead of the hospital, getting needed services. He hopes that this will also help with the homeless issue as well. The other goal, riding on the Chief's coattails, is getting the Police Activity League (PAL) up and running, noting it is a great way to address children and youth, getting them involved. Also they are looking to get the Explorer program up and running again, it having been off due to Covid. He would like to see this up. With PAL, they hope to get kids and parents involved. They want to help kids anyway they can, even greeting kids to consider being officers, whether police, fire, dispatchers, even EMTs. These are a couple of programs he would like to see up and running and go from there.

The Chair calls on Councilwoman Jeanette Blackwell.

Councilwoman Blackwell congratulates Candidate Davis. She wants to share that she had an opportunity to speak with Acting Deputy Chief Davis on New Year's Eve. He was flexible and had a thoughtful and productive conversation. They talked about a host of issues. It is clear to her that he committed to the community and lives in the community and raising his family. She does not question his commitment. She was going to ask about goals, and it is impressive. What they did talk about - two things – recruitment which he shared this evening. Tonight, they will read a symbolic resolution about the CRB, Citizens' Review Board. They also discussed that. She asks that the candidate speak about his position about exploring creating a CRB in Middletown.

Candidate Davis states that he has done more research and has spoken with officers, both the rank and file and administration. They need to, speaking with them, there is a false narrative that everyone is against this in the Police Department. They are really not. They view it as a collaboration between the Police Department and the community to build trust. This is what they are all about. They have the same goal of protecting the community. They need to have open communication and include everyone including police officers and the union as well as all members of the community, who have a vested interest. They need to have open dialog about goals, objective, where they want to see the board of in the future. They need to find ways to appoint members to the board, what their scope of authority will be, whether it will be advisory or punitive. He would like to see it start as advisory and then re-evaluate. At that point, they can determine if it needs to be something else, other than punitive. The members of the police department are willing to sit down and come to some agreement, he reiterates that not everyone is against it. Some of the union members he has spoken with, know it is coming. One aspect that they have not addressed is that there are brought up and running across the country. We have the opportunity to see what their successes were and what was not successful and formulate our board to get it right the first time. It may need to be tweaked if we don't get it right the first time. WE can move forward and everyone can work collaboratively.

Councilwoman Blackwell states that it was good to hear that his goals and vision for the police align with those of Chief Costa. She states that she will be supporting his appointment this evening. Thank you.

The Chair calls on Councilman Grady Faulkner.

Councilman Faulkner congratulates the Candidate. He asks about Candidate Davis' education, noting that he went to business school, his education. It also looks like he has had only one job. Councilman Faulkner asks what happened.

Candidate Davis replies that, after college, he went into finance – Chrysler Financial -- for 10 years, holding various positions: account representative, customer service, supervisor, and auditor. He did this for 10 years. He did not go law enforcement right away, noting that his father was a Massachusetts State Trooper. He adds that his mother steered them away from law enforcement because of the hours and tax it took on the family. After finishing college, he was working for Chrysler Financial and started investigating. He applied and came down to Middletown.

Councilman Faulkner notes that he read about Candidate Davis awards. In 2016, the State of Connecticut District certificate of appreciation, Logogram, Kramer and Welch. Councilman Faulkner asks what his role was in this matter.

Candidate Davis replies that. At that time, he was a lieutenant in investigative services. They were investigating narcotics activity at the school. It got pretty in depth. The District Attorney got involved because a lot of it was crossing State lines. He had 2 or 3 detective with him, working with DEA (Drug Enforcement Administration) and a couple of task force units from New Haven. The US Attorney handled it.

Councilman Faulkner congratulates Candidate Davis on that. Councilman Faulkner notes that Candidate Davis seems to have had a lot of assignments that were a year or two in a lot of places. He asks what Candidate Davis' favorite or most rewarding area of duty was.

Candidate Davis replies that it was the Narcotics Division for four (4) years. He notes that when he was in his interview with the Mayor and Chief of Staff and asked what he most rewarding police experience was. It was fun. He had a great crew working with him as they tried to clean up the North End. He notes that the most rewarding part was driving by McDonough School and seeing that kids were able to play in the playground and not worry about bullets ripping by their head or drug deals. That was the most rewarding experience he has had in Middletown.

The Chair calls on Councilman Vincent Loffredo followed by Councilman Philip Pessina.

Councilman Loffredo states that they had an opportunity to meet and discuss a variety of topics. Based on that discussion and his responses, he has one question that was not asked. One question that has not been asked and which pertains to the Chief or Deputy Chief, is the question of residency. He ask how Candidate Davis plans to address this issue.

Candidate Davis states that he has spoken to this issue. The reason that he and his wife do not live in Middletown, when they built in East Hampton about 10 years ago, when he was running the Narcotics Division, he did not want to put his wife in a position, say at the supermarket, to run into people that he dealt with at work This is why they went across the river. They have spoken at length. With him and his wife working here, his son going to school here, playing soccer and lacrosse three (3) nights a week, they are invested in this community. His in-laws live here. As far as moving to town, if the housing market doesn't change, he would think about requesting a waiver. If the waiver were denied, if the Council wanted him to move here, he would. This would not make or break his decisions.

The Chair sates that, to clarify, the waiver is not something that they are pointing on tonight. I has not been submitted so that are only voting on the proposed appointment, not a waiver. The Chair calls on Councilman Philip Pessina.

Councilman Pessina states that, as a Councilmember, he has the unique ability to say that he was part of the selection committee with Chief Brimer that brought Candidate Davis into the department. He adds that Chief Brimer spoke highly of Candidate Davis. With his Dad in the background with a police background, and with his own background in Finance, he wants to say to the Mayor and Chief Costa, "You have hit the nail on the head." He is the best of the best growing up in our Police Department. Councilman Pessina states that he had the unique ability, while serving as Captain and Deputy Chief, to see Candidate Davis' abilities where maturing. He watched Candide Davis' professional growth, both in line and rank assignments. This makes Candidate Davis an excellent choice for this position because of his involvement in the department, he has a good understanding of the divisions and units. He also worked very well as Patrol Commander with community members, especially with the Chamber. Councilman Pessina has confidence, watching him grow, and seeing Candidate Davis sitting at his former desk. He knows that Candidate Davis will give Chief Costa a truly leadership partner and will make the department grow in a fashion that already, as a professional, it was in Middletown. When we have officers from other departments lining up to come here, this tells us something about the quality and professionalism our Police Department has. He has all of the confidence in Candidate Davis, in Chief Costa, in all of our police officers that he will do his best to work collaboratively in the community policing realm, to make the quality of life in our City, to continue to grow. He personally congratulates Candidate Davis and supports him wholeheartedly to get this permanent rank as Deputy Chief, which he so truly deserves and worked for up the ranks to where he is today. Thank you and good luck.

Candidate Davis thanks Councilman Nocera, adding that he and Chief Costa are on the same page and ready to move forward.

The Chair notes that Councilman Pessina's comments are from one Deputy Chief to the next. The Chair calls for any additional questions. There being none, the Chair call for a relation to move this item forward.

B. Approving the appointment of Richard Davis to the position of Deputy Chief of Police, Salary Grade 21 – Step 3 (\$59.29), 40 hours, Defined Executive Non-Bargaining; and that this appointment shall take effect upon adoption.

APPROVED

RESOLUTION No. 07-22; K: review/ resolution/ HR Deputy PD Chief Davis RES 07-22 – 7 Feb 2022

Be it resolved by the Common Council of the City of Middletown: That it confirms the appointment of Richard Davis to the position of Deputy Chief of Police, Salary Grade 21 – Step 3 (\$59.29), 40 hours, Defined Executive Non-Bargaining; and that this appointment shall take effect upon adoption.

Fiscal Impact: None

Councilman Darnell Ford reads the resolution and moves to approve. Councilman Philip Pessina seconds the motion.

The Chair states, for the record, that a number of members of the Middletown Police department are on this WebEx meeting this evening, including Police Chief Costa,

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved.

Deputy Chief Davis thanks the Common Council for this appointment. He states that he and Chief Costa are on the same page, He commits to working to get things moving in the right direction. He appreciates the opportunity.

5. Approval of Minutes

A. Approval of Minutes: Special Meeting (Questions to Directors and Tax Ordinance Workshop) of January 3, 2022 at 6:00 PM

APPROVED

Councilman Eugene Nocera moves to approve the minutes. Councilman Philip Pessina seconds the motion.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved.

B. Approval of Minutes: Regular Meeting of January 3, 2020 at 7:00 PM

APPROVED

Councilman Philip Pessina moves to approve the minutes. Councilman Vincent Loffredo seconds the motion.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved.

C. Approval of Minutes: Special Meeting (Community Meeting) of January 13, 2022 at 6:30 PM

APPROVED

Councilman Eugene Nocera moves to approve the minutes. Councilman Philip Pessina seconds the motion.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved.

D. Approval of Minutes: Special Meeting (Tax Ordinance Workshop) of January 13, 2022, immediately following Community Meeting at 6:30 PM

APPROVED

Councilman Philip Pessina moves to approve the minutes. Councilman Eugene Nocera seconds the motion.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved.

E. Approval of Minutes: Special Meeting of January 13, 2022, immediately following Community Meeting at 6:30 PM and Tax Ordinance Workshop

APPROVED

Councilman Philip Pessina moves to approve the minutes. Councilman Grady Faulkner, Jr. seconds the motion.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved.

6. Public Hearing on Agenda Items -- Opens

The Chair opens public hearing at 8:02 PM. The Chair explains that public comment is limited to items on the agenda. Any member of the public looking to speak, may do so. For those in the Chamber, members of the public may come to the podium. Those participating remotely may use the WebEx hand raise function to alert that Chair that they wish to speak. The Chair will alternate between speakers in the Chamber and remote speakers during the course of this public hearing. Each speaker will have a maximum of five (5) minutes to speak. Speakers are asked to state their name and address for the record. The public hearing is limited to 30 minutes. If, at that time, there are additional speakers, the Council may vote to extend the public hearing portion of the meeting.

Deborah Shapiro (55 Clover Street): City Historian and Treasurer of the Middlesex County Historical Society.

Mayor Florsheim, Members of the Common Council, my name is Deborah Shapiro. I live at 55 Clover Street in Middletown, and am the Municipal Historian and the Treasurer of the Middlesex County Historical Society. I am speaking in favor of the appropriation to fund the research and writing of the nomination of

the Leverett Beman Historic District, also known as the Beman Triangle, to the National Register of Historic Places.

The Beman Triangle is currently on the State of Connecticut Register of Historic Places, but it is my belief that it is of such historic significance that it belongs on the national register. The National Park Service is promoting the addition of properties associated with underserved communities to the register and the triangle is a prime candidate. All of the owners of properties within the triangle, Wesleyan University and Kathleen Alderman, have already given their consent to the project as has the State of Connecticut State Historic Preservation Office.

The original Leverett Beman survey map of 1847 filed in the office of the Town Clerk shows the area divided into 11 lots. Today there are 22 lots with 20 structures. The appropriation will go toward researching existing studies and reports, the contextual history of free African-American communities in Middletown and New England, and on site assessment and documentation. In addition, thorough title and probate searches will be conducted to document the evolution of the triangle from 11 to 22 lots. Following the research phase of the project, the nomination will be drafted and submitted to the National Park Service. Finally, it is also the intention of the team to produce a pamphlet of the history of the Triangle to be distributed to the students living there to promote positive stewardship of the historic structures. Members of the team at this time are Dr. Jesse Nasta, Professor of African American Studies at Wesleyan and the Executive Director of the Historical Society whose principle field of study has been the African American community in Middletown; Alain Munkittrick, Vice President of the Historical Society and an architectural historian, Mardi Loman, a board member of the Society and church historian of the Cross Street AME Zion Church; Dr. Sarah Croucher, former Wesleyan professor and archaeologist who conducted several digs in the Triangle, and myself.

Again, I urge passage of this appropriation. Thank you.

Alain Munkittrick: (235 Middle Haddam Road, Portland) He is Vice President of the Middlesex County Historical Society. He supports the Beman Triangle project, but will limit his comments to the funding to update the list of historic properties. Both items are on the Council agenda. The official list is important because it informs decisions by Middletown planners and building owners, but also because the City's tax abatement program to incentive the rehabilitation of historic properties is predicated on this list. The list of historic properties was created 43 years ago in 1979. Since then, the list has been revised only once – in 1990 – primarily for the downtown district. Much of the City has not been resurveyed since 1979. This means that structures build since 1929 - using the 50-year cut off for the list -- may not have been included for designation. Also, many structures listed have been demolished or altered to the degree that they may no longer be considered historic. As the Beman District demonstrates, historic structures of under-represented communities need to be included. These are some of the reasons that the list needs to be updated. The Historical Society is willing to take the lead in this updating and organize a team to update the list. James (*inaudible*), representing the Middletown Preservation Trust's interest, has volunteered his support and help with this project. We can also coordinate with the Design Review & Preservation Board, and are ready to complete this project in consultation with Director Samolis and the City's requirements. Thank you.

Catherine Branch Stebbins (83 Sagamore Terrace East, Westbrook) She is Middletown born and raised. She is glad to see the Councilmembers, many who she knows and has not seem in a long time. She is speaking to support the appropriation request for the \$50K to register the Beman Triangle properties on the National Historic Register list and to update the City's historic properties list to be more inclusive of Beman Triangle. She heard some Councilmembers speaking tonight and heard it said over and over again that history is important. This is our opportunity to not just make Beman Triangle important in Middletown, but also in the United States. We need the inclusivity and have the rightful recognition for these properties that it deserves. She is also speaking as a board member of the Middletown County Historical Society. She mentions that she is personally proud of this wonderful relationship that they have in place with the City of Middletown and Wesleyan University. They are lucky to have Deborah Shapiro and Jesse Nasta, that crossover relationship with Wesleyan University. The Town is great because we have members of the Common Council, who provide public service, and so much more because of Wesleyan Universe. She grew up with this and is proud to say, when someone asks her where she is from, she says Middletown and that's where Wesleyan University is. She thanks the Council for these related projects. On another topic, she offers congratulations to Deputy Chief Davis. She is also glad to hear that the Police Athletic League will be reinstated and that they will make a specify attempt, while generating youth members, to reach out with diversity in mind both youth of color and young women and girls. Thank you.

Jesse Nasta He is the Executive Director of the Middletown Connecticut Historical Society. He lives in Middletown and teaches in the African American History Department at Wesleyan University. He is speaking in the Beman Triangle appropriation. He was touched and pleased by the resolution on Black History month. Beman Triangle, more formally called the Lever Beman Historic District, deserves national recognition. It was one of the first northern, free African American communities to form two (2) centuries ago in the 1820s. It was centered around the Cross Street AME Zion Church, which will be celebrating its bicentennial next year. This comment is unique as it was a stop on the Underground Railroad, it was one of the first free African American property communities. Five of the 10 pre-Civil War homes are still standing and intact and owned by Wesleyan. It is remarkable to have these homes in good condition, the cemetery on Vine Street has over 25 19th century African American gravestones. He offers to take the Council on a tour, noting that he takes students there constantly. There are African Americans, who fought in the Civil War to end slavery. There are African Americans brought over in the Atlantic slave trade and who gained there freedom, who are buried there. This

site deserves national recognition, he would be thrilled to contribute his research in his role with the Historical Society to this project. Thank you.

Krishna Winston (655 Bow Lane): She is the Secretary of the Middlesex Country Historical Society. She finds it fitting to start the log process of getting Beman Triangle on the National Register. The \$50K for that and expanding and vetting the historic properties list may seem like a large amount, but there is a large amount of research needed and a lot of back and forth with the National Parks Department. There are a lot of costs that go along with this process. The Bemans were a family of national significance. The ancestor of the Bemans was an enslaved gentleman, who lived in Colchester. He won his freedom by fighting for his owner in the Revolutionary War. He chose not to take his owner's last name but, as legend tells us, he chose the name Beman because he wanted to be a man. She is not sure if people know of the significance, adding that, now that there is a Middle School named after the Beman family, it is good information to know. As for the significance of the family, they were involved with AME Zion Church here and elsewhere in Connecticut; they were active in abolition, helping enslaved people escape. They were strong people supporting the temperance movement, supporting voting rights for people of color. Advocates of education, they played many important roles and it is valuable for us to recognize their efforts. Wesleyan now owns all but one of the residences in the Beman Triangle, adding that Wesleyan is on board with this effort.

Kevin Bunnell (Meriden): Although he lives in Meriden, he is attending to show his support for the new Chief. He hopes that it helps the community. He congratulates the new Deputy Chief.

David Roane (352 Newfield Street): He congratulated the new Deputy Chief of Police. He is speaking to Agenda Item I, the resolution for the community review board. He has some concerns when reading the resolution being presented. First, it says that the Council will work with the Anti-Racism Task Force and the community at large. He believes that they need to be more clear about "the community at large" and more specific as to who is the "community at large" by naming people or organizations. This will make sure that they participate in this process from beginning to end. As the Acting (Deputy) Chief said, it is important that everyone participates. He has been, and still is, and when he goes to his grave, will support that the right thing for the City of Middletown is to have a Community Police review Board. The second thing that he would like to raise is, in reading the resolution, it states that they "will explore options to ensure equality, inclusion, and justice in our community." Yes, we need all of that, but this is about a community police review board. By putting things in here such as that, in his opinion, is that they are just muddying the waters. He can see them getting hung up on these items and not the real purpose of what was present to the Task Force: to come up with a mechanism and ordinance that would provide for a police review board and oversight, known as a community police review board. He hopes that the Council will strike that language to keep it so everyone stays on task. That task is to have this City adopt a community police review board. The last thing is that he heard clearly that new Deputy Police Chief said that the Police Department is in favor of the community police review board. He begs to differ. He was present at City Hall on at least one occasion – possibly two – when the Police Union came out in uniform and got up and strongly opposed having a community police review board. It was basically not needed. He states that it is needed. When he read the part saying that the police process, he can show documents around the country that, around the country, the community police review boards that have been successful, do not involve politics and/or the police department. It is like putting the fox in the henhouse.

The Chair states that Mr. Roane has reached the allotted five (5) minutes for public comment and asks that he wrap up.

Mr. Roane states that, inclosing, he wants to see a community police review board and hopes that all Councilmembers will vote for it. Then they can move forward as a community and establish one.

7. Public Hearing on Agenda Items -- Closes

There being no further public comment, the Chair closes the public hearing at 8:24 PM.

8. Old Business

- A. TABLED RESOLUTION (Resolution No 156-21):** Approving a swap of a 4.8 acre portion of the City of Middletown owned parcel (Map-Lot 10-0147) in exchange for a 25.6 acre piece of land from the parcel owned by D&V Development of Middletown LLC (Map-Lot 09-0017) with an associated conservation easement area with D&V Development of Middletown LLC on the remaining parcel that will be retained by D&V Development of Middletown LLC; and the Mayor of Middletown is authorized to sign all documents necessary to swap, subject to review and approval by the office of General Counsel as to form and content. (*Tabled and referred to Board of Education, December 6, 2021; Tabled, January 3, 2022*)

TAKEN OFF THE TABLE; WITHDRAWN

RESOLUTION No: 156-21; K: review / resolution/ ECD D&V Mile Lane land swap - RES 156-21 – 6 Dec 2021

WHEREAS, D&V Development of Middletown LLC ("D&V") owns a parcel of land in Middletown, designated as Parcel ID 4006, Map-Lot 09-0017 ("the Parcel"); and

WHEREAS, D&V wishes to get access to the Parcel via Kaplan Drive in order to construct a residential development; and

WHEREAS, the City of Middletown (the "City") owns a parcel of land adjacent to the Parcel designated as Parcel 118, Map-Lot 10-0147 on Mile Lane; and

WHEREAS, the City agrees to swap approximately 4.8 acres of land at Map-Lot 10-0147 with D&V in order to give the company access to Laurel Lane; and

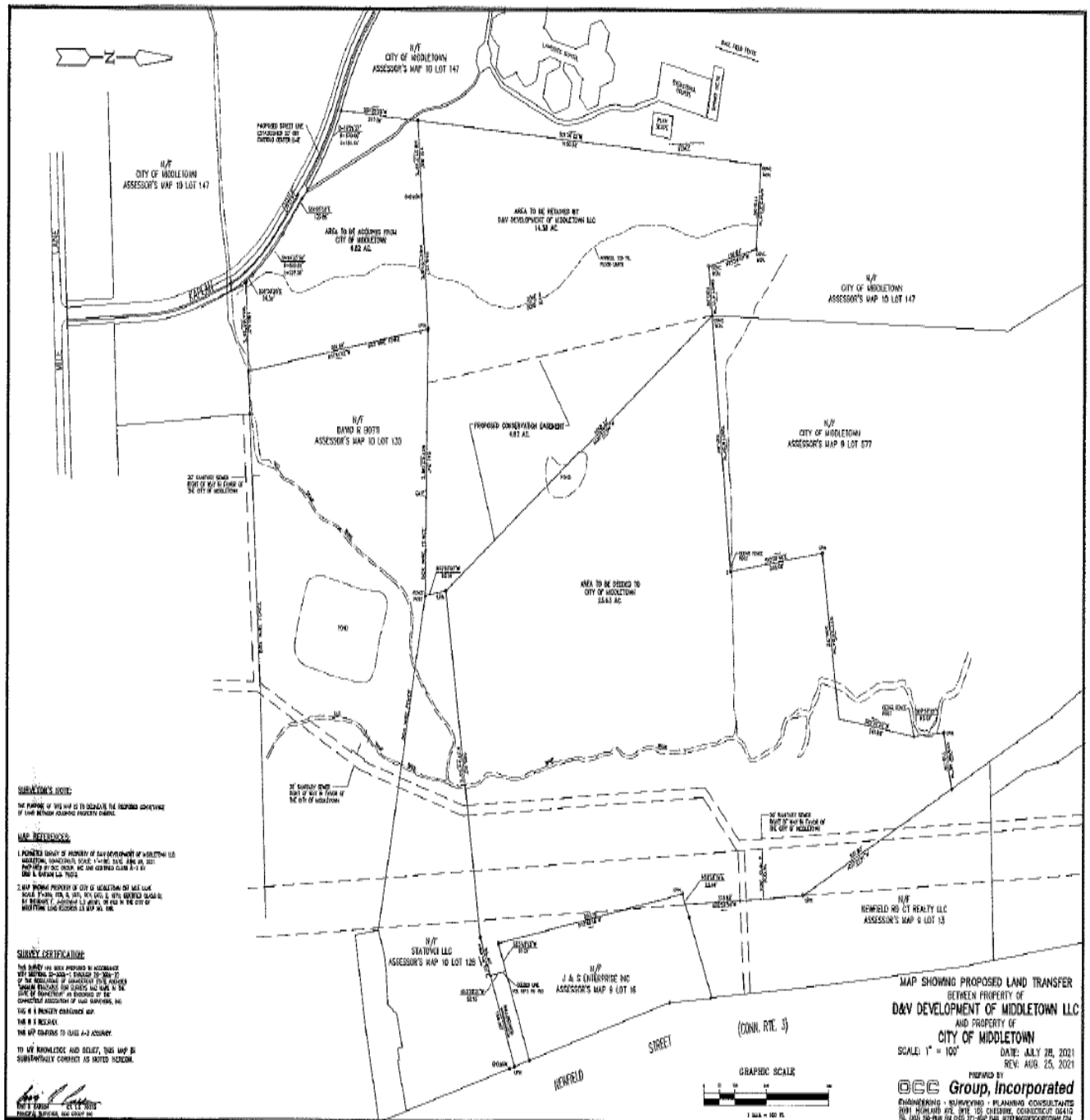
WHEREAS, D&V, in exchange for the City's 4.8 acres, is willing to deed a piece of the Parcel totaling approximately 25.6 acres and an approximately 4.8 acre conservation easement area located at Map-Lot 09-0017 to the City; and

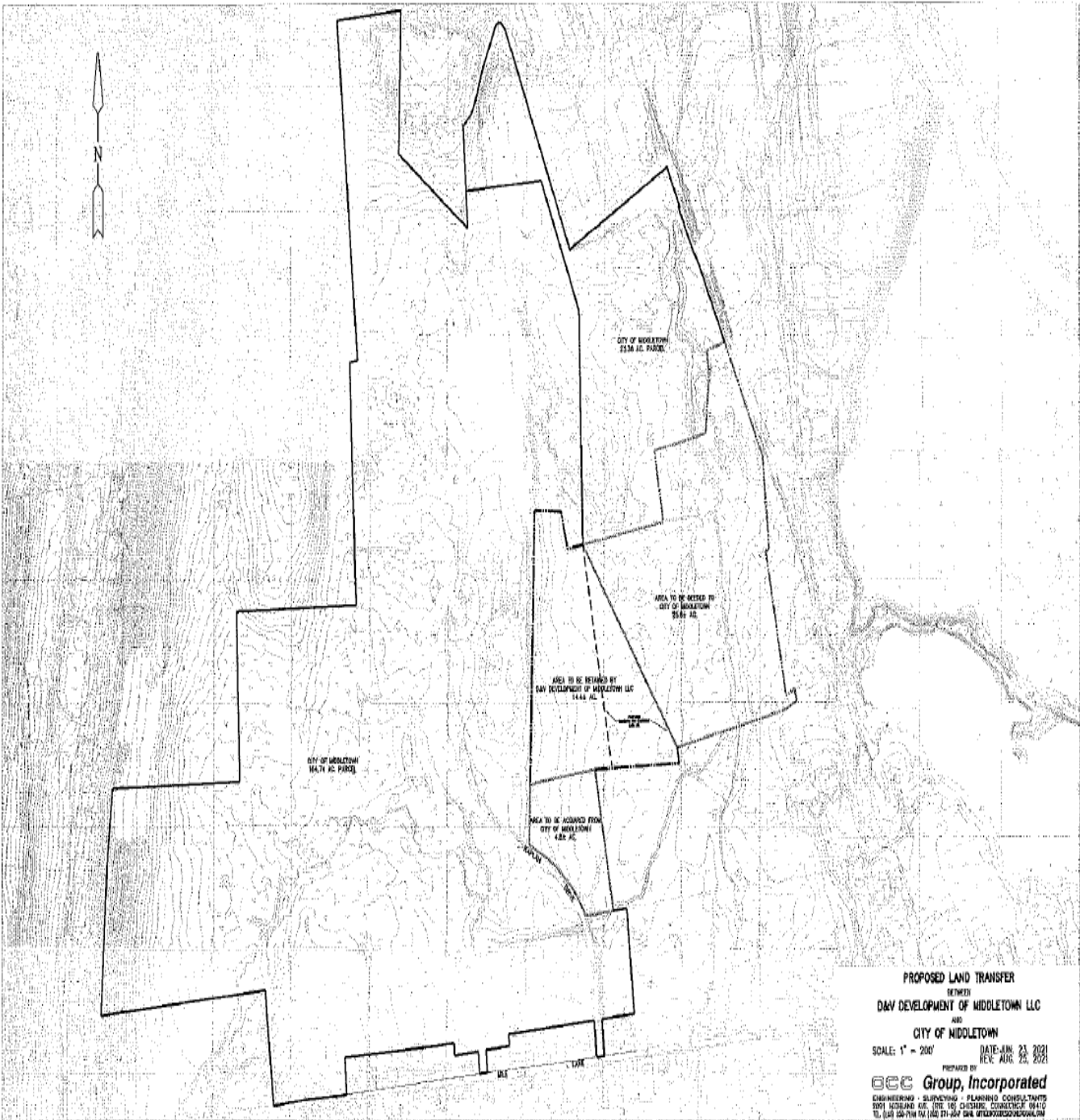
WHEREAS, the City's Planning and Zoning Commission has approved an affirmative G.S. 8-24 report for the land swap; and

WHEREAS, the City's Conservation and Agriculture Commission has approved the land swap;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN:
The Common Council approves a swap of a 4.8 acre portion of the City of owned parcel (Map-Lot 10-0147) in exchange for a 25.6 acre piece of land from the parcel owned by D&V Development of Middletown LLC (Map-Lot 09-0017) with an associated conservation easement area with D&V Development of Middletown LLC on the remaining parcel that will be retained by D&V Development of Middletown LLC and the Mayor of Middletown is authorized to sign all documents necessary to swap, subject to review and approval by the office of General Counsel as to form and content.

FINANCIAL IMPACT: A portion of Map-Lot 09-0017 will become exempt and a portion of 10-0147 will be added to the grand list for future development





SUBSTITUTE RESOLUTION: Approving a swap of a 4.8 acre portion of the City of owned parcel (Map-Lot 10-0147) in exchange for a 25.6 acre piece of land from the parcel owned by D&V Development of Middletown LLC (Map-Lot 09-0017) with an associated conservation easement area with D&V Development of Middletown LLC on the remaining parcel that will be retained by D&V Development of Middletown LLC; that the City of Middletown Public Works Department and D&V Development shall work to address any safety concerns from the Board of Education associated with any future development and construction of a multi-use trail; and that the Mayor of Middletown is authorized to sign all documents necessary to swap, subject to review and approval by the Office of General Counsel as to form and content.

TABLED TO DATE CERTAIN (MARCH 7, 2022) AND REFERRED TO ECONOMIC DEVELOPMENT COMMISSION

RESOLUTION No. 08-22; K: review/ resolution/ ECD DV Devel. land swap Mile La RES 08-22 – 7 Feb 2022

WHEREAS, D&V Development of Middletown LLC (“D&V”) owns a parcel of land in Middletown, designated as Parcel ID 4006, Map-Lot 09-0017 (“the Parcel”); and

WHEREAS, D&V wishes to get access to the Parcel via Kaplan Drive in order to construct a residential development; and

WHEREAS, the City of Middletown (the “City”) owns a parcel of land adjacent to the Parcel designated as Parcel 118, Map-Lot 10-0147 on Mile Lane; and

WHEREAS, the City agrees to swap approximately 4.8 acres of land at Map-Lot 10-0147 with D&V in order to give the company access to Laurel Lane; and

WHEREAS, D&V, in exchange for the City’s 4.8 acres, is willing to deed a piece of the Parcel totaling approximately 25.6 acres and an approximately 4.8 acre conservation easement area located at Map-Lot 09-0017 to the City; and

WHEREAS, the City's Planning and Zoning Commission has approved an affirmative G.S. 8-24 report for the land swap; and

WHEREAS, the City's Conservation and Agriculture Commission has approved the land swap; and

WHEREAS, the Middletown Board of Education has recommend approval of the land swap

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: The Common Council approves a swap of a 4.8 acre portion of the City of owned parcel (Map-Lot 10-0147) in exchange for a 25.6 acre piece of land from the parcel owned by D&V Development of Middletown LLC (Map-Lot 09-0017) with an associated conservation easement area with D&V Development of Middletown LLC on the remaining parcel that will be retained by D&V Development of Middletown LLC

IT BE FURTHER RESOLVED: The City of Middletown Public Works Department and D&V Development shall work to address any safety concerns from the Board of Education associated with any future development and construction of a multi-use trail and the Mayor of Middletown is authorized to sign all documents necessary to swap, subject to review and approval by the office of General Counsel as to form and content.

FINANCIAL IMPACT: A portion of Map-Lot 09-0017 will become exempt and a portion of 10-0147 will be added to the grand list for future development

Councilman Vincent Loffredo states that he will be addressing both the tabled resolution and substitute e resolution. Having consulted Corporation Counsel, he will be presenting this in the following manner. Councilman Loffredo moves to remove from the table Resolution 156-21, which was tabled and referred to the Board of Education on December 6, 2021, and tabled on January 3, 2022, and it be replaced with a substitute resolution that s on the agenda regarding swapping City land with land owned by a private developer. He moves for consideration. Councilman Eugene Nocera seconds the motions and states that he would like to speak to this item.

Councilwoman Linda Salafia calls for a point of order. Councilwoman Salafia states that the substitute resolution needs to be read.

Councilman Loffredo states that it will be read once it is properly before the Council. If we remove the tabled resolution, and the substitute resolution will be now before us and he will present it. The question is to properly place the substitute before us by addressing that fact that it was tabled. By addressing this with Corporation Counsel, he believes that it is now in order for consideration that the matter of the substitute be considered, if agreed.

Councilwoman Salafia replies that Councilman Loffredo needs to read the text so that the Council knows what is being brought forward.

Councilman Loffredo replies that he will, if they agree that he will take the matter form the table and then the substitute will be read. The Councilmembers will be able to debate and discuss the substitution. That is the procedure as he has been advised.

The Chair calls on the Council Clerk.

The Council Clerk states, it is her understanding that the tabled resolution stays on the table and dies and that the Councilmembers offers a substitution in its place. The Council Clerk adds that she is not a parliamentarian, but will read *Roberts Rules* and not comment further.

Councilman Loffredo states that he believes that Councilman Nocera has the floor.

Councilman Nocera states the he will speak to the substitution resolution.

Councilman Loffredo states that, when it is properly voted to replace the item with the substitution, it will be in order as he was advised by Corporation Counsel Dan Ryan.

Councilman Nocera states that he believes that they can go back to the original as it is just substitute language.

Councilman Loffredo states that he will present the substitution in a 2-step process.

The Chair states that the motion now on the floor is a land swap resolution (RESOLUTION No. 156-21) on the table. We are considering a substitute resolution. That is being discussed now. If we take a vote on that, he will turn the floor over to Councilman Loffredo to read. Discussion can then proceed. The Chair asks if there is any further discussion on changing out the resolution for discussion.

There being no further discussion, the Chair calls for a voice vote. The motion is approved by a vote of 11-0 with one (1) abstention. (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, and Pessina; ABSTAIN: Councilwoman Salafia.) The matter is approved.

The Chair calls on Councilman Loffredo.

Councilman Loffredo states that he is now offering a substitute resolution:

Approving a swap of a 4.8 acre portion of the City of owned parcel (Map-Lot 10-0147) in exchange for a 25.6 acre piece of land from the parcel owned by D&V Development of Middletown LLC (Map-Lot 09-0017) with an associated conservation easement area with D&V Development of Middletown LLC on the remaining parcel that will be retained by D&V Development of Middletown LLC; that the City of Middletown Public Works Department and D&V Development shall work to address any safety concerns from the Board of Education associated with any future development and construction of a multi-use trail; and that the Mayor of Middletown is authorized to sign all documents necessary to swap, subject to review and approval by the Office of General Counsel as to form and content.

Councilman Loffredo moves that this resolution be tabled and referred to Economic Development Committee to allow for consideration of the actual proposed development, and that the matter be returned to the Council for disposition at its March meeting. Councilman Philip Pessina seconds the motion.

The Chair calls on Councilman Loffredo.

Councilman Loffredo states that for edification, the issue, as initially preps rented to the Economic Development Commission (EDC), was the idea that there could be a development. , The only way that there could be a development is if the City would be willing to enter into some kind of swapping arrangement. Before the Council now is the idea that, yes, if all the necessary parties, including the Board of Education, look at the issue. What it does not contain in the resolution is a direct addressing as to why they would be making this swap. They did not. He takes responsibility as that is how the issue was presented to them as it came through the City's Planning Division. They had to see if there was any interest in the swap, contingent upon them taking a look at what the actual development would be. As he mentioned earlier, for discussion, the Board of Education, some did abstain, In contacting him and other members of the Council, there were questions about what the development would be and . He responded that this portion had not been presented to them. This will allow them to hear this information from the developer, realizing that they will not expect the developer to have all of the details, full development and so forth. We will have an opportunity to questions and have a better idea of what he development will be. It will be returned. It will not be delayed at the Couric meeting for disposition, one way or the other.

The Chair calls on Councilman Eugene Nocera.

Councilman Nocera states that Councilman Loffredo summarized it well. They did question at Question to Directors, It is clear that some of the Board of Education were concerned that they di dnot know exactly what the development entailed, not even a concept plan, just the land swap. He knows that the developer will not invest a lot of time and money for something when they are not sure of the outcome. It is reasonable to have them come back in a time sensitive way to present, generally to EDC (Economic Development Commission) what the development details, how it impacts the school system and the multi-use trail. He spoke with the developer of the multi-use trail and was told that, yes, it is possible, but the development would require some adjustment of the multi-use trail, including requiring rights to sections that we do not current have. It is complicated and we need to investigate it further at EDC and invite the Board of Education members to patriate so they know exactly what they are agreeing to.

There being no further discussion, the Chair takes a point of personal privilege. He thinks that they need to be cautious as a City to the approach they are taking, It is a developer, who - not to favor one development deal over another – it is important for all Councilmembers and the community to understand that the proposal was brought to the Economic Development Commission, believing that it was the appropriate body,. They were told that the Economic Development Commission could not hear their proposal until the Board of Educating dispatched it. The Board of Education was not an active party to the deal, but was brought into the fold. Questions remained, but the Board of Education voted in favor it if at their meeting last month after it was tabled at the previous Council meeting. Now we find ourselves with no advance notice to a developer, telling a company that it is another month, coming back to the same body where they started months ago. To make sure that we are doing appropriate due diligence – or better said as to be sure there is equity and fairness in how we proceed – be communicative about what the needs are to the Economic Development office and what the concerns are. This is with the risk of delay for a project that was already months in the making for another month. That is his statement for the record,

The Chair calls on Councilman Eugene Nocera.

Councilman Nocera thanks the Chair for this comments, adding that he fully understand what is being said. Time is very important; timing is important as to how we proceed from Point A to Point B. He is not in favor of the substitute resolution. If the Council does not agree, then it comes back in March.

Councilman Pessina interjects, saying, "It's coming back in March."

Councilman Nocera continues, saying there can be no further delays. We have to vote in this.

The Chair calls for any further discussion on the motion to table this substitute resolution, refer it to the Economic Development Committee for consideration of the actual proposed development, and that the matter be returned to the Council for disposition at its March meeting.

There being no further discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0. (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved.

The Council Clerk asks for instruction. The Council had a tabled resolution (Resolution No. 156-21) that was brought back on the table. We then have a substitute resolution. There has been no action on the original resolution (Resolution No., 156-21) that was brought back to the table. Is that tabled resolution denied?

Councilman Loffredo states that there was a substitution.

The Council Clerk explains that the substitute resolution will have a whole separate number in the system. The Resolution No. 156-21 seems to be floating on the table.

Councilman Loffredo states that the tabled resolution is no longer valid, having been replaced by the substitute resolution.

Councilman Nocera asks if Corporation Counsel Dan Ryan is still on the meeting.

Corporation Counsel Ryan states that, because the original resolution (Resolution No 156-21) is being replaced by a substitute resolution it is, in effect, being withdrawn.

The Council Clerk confirms that, for the permanent record, the resolution will be listed as "Withdrawn." The Council Clerk adds the old version of the resolution (Resolution No. 156-21) stays in the system because it was acted on and has different language than the substitute resolution.

Corporation Counsel Ryan states that is correct.

The Chair concurs, noting that is the right course of action.

9. Mayor requests Council Clerk to read appropriation requests and the Certificate of Director of Finance

Notice is hereby given that a regular meeting of the Common Council of the City of Middletown will be held remotely, via WebEx, at *Join A Meeting*, Event # 2338 585 7991 on **MONDAY, FEBRUARY 7, 2022, 7:00 PM** to consider and act upon the following:

Economic & Community Development: \$50,000 -- Acct. No. 1000-27000-55400-0000-00000-0000-00; for City to partner with the Middlesex County Historical Society and Wesleyan University to apply for a National Register Designation for Beman Triangle and to look to update the City's Historic Properties Inventory list to be more inclusive. The goal is to highlight histories of our traditionally marginalized communities.

Any and all persons interested may appear and be heard.

ATTEST:

HON. BENJAMIN D. FLORSHEIM, MAYOR

Dated at Middletown, Connecticut, 2nd day of February 2022

9.

MEMORANDUM

TO: His Honor, Mayor Benjamin D. Florsheim and
Members of the Common Council

FROM: Finance Department

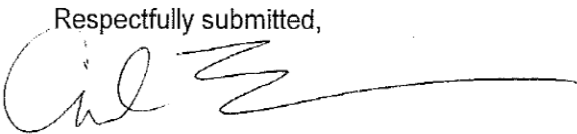
DATE: January 26, 2022

RE: Certification of Funds

This is to certify that funds sufficient to meet the appropriations requested at your meeting on February 7, 2022 are available as follows:

General Fund	\$50,000
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Respectfully submitted,



Carl Erlacher
Director of Finance &
Revenue Services

RECEIVED
FEB 17 2022
CR

- A. Economic & Community Development: \$50,000 -- Acct. No. 1000-27000-55400-0000-00000-0000-00; for City to partner with the Middlesex County Historical Society and Wesleyan University to apply for a National Register Designation for Beman Triangle and to look to update the City's Historic Properties Inventory list to be more inclusive. The goal is to highlight histories of our traditionally marginalized communities.

APPROVED

CITY OF MIDDLETOWN	
MUNICIPAL BUILDING	
MIDDLETOWN, CONNECTICUT 06457	
REQUEST FOR ADDITIONAL APPROPRIATION	
Appropriation Number:	0
Date of Request:	1/21/2022
Amount Requested:	\$50,000.00
Fund:	General
Code:	1000-27000-55400-0000-00000-0000-000
Budget Item:	PCD Other Services -Economic Development
Department:	Economic and Community Development
Date Advertised before Meeting:	2/2/2022
Date Advertised after Meeting:	2/11/2022
Reason for Request:	The City is looking to partner with the Middlesex County Historical Society and Wesleyan University to apply for a National Register Designation for the Beman Triangle as well as look to update the City's Historic Properties Inventory list to be more inclusive. The goal is to highlight the histories of our traditionally marginalized communities.
Signature:	
Requested by:	Joseph Samolis
Status:	Passed
Status Date:	2/7/2022

Leverett Beman Historic District

PROJECT SUMMARY

The project involves research and writing an application for a proposed designation to the National Register of Historic Places for the Leverett Beman Historic District located in Middletown, Connecticut. The Leverett Beman Historic District (also known as "The Beman Triangle") is currently on the Connecticut State Register of Historic Places.

Wesleyan University, owner of record of all but one of the contributing properties within the Leverett Beman Historic District, has approved the nomination and supports the City of Middletown and the City's consultant as has Kathleen Alderman, the owner of the other property.

The City of Middletown's Economic and Community Development Department, the Mayor's Office, the Executive Committee of the Board of Directors of the Middlesex County Historical Society, and the Connecticut State Historic Preservation Office all have expressed support for this nomination.

The research and writing of the application for National Register designation will be performed by the Middlesex County Historical Society (MCHS) as consultant to the City of Middletown. The MCHS will draw on its qualified, expert resources to research and write the application. These experts include Alain Munkittrick, Vice-President of the Board of the MCHS, a local architect and architectural historian; Deborah Shapiro, Treasurer of the Board of the MCHS, past Executive Director of the MCHS, Middletown’s Municipal Historian, and an attorney with experience in historical title and probate research; Dr. Jesse Nasta, Executive Director of the MCHS and Professor of African-American History at Wesleyan University; and Mardi Loman, MCHS board member and historian of the Cross Street AME Zion Church, which was located within the triangle and was the Beman family church.

SIGNIFICANCE

The Leverett Beman Historic District is an early (1847) neighborhood community, designed by, and established for, home ownership by free African Americans. The Leverett Beman Historic District represents a rare, surviving example of a planned community for free blacks. Few others of its kind remain.

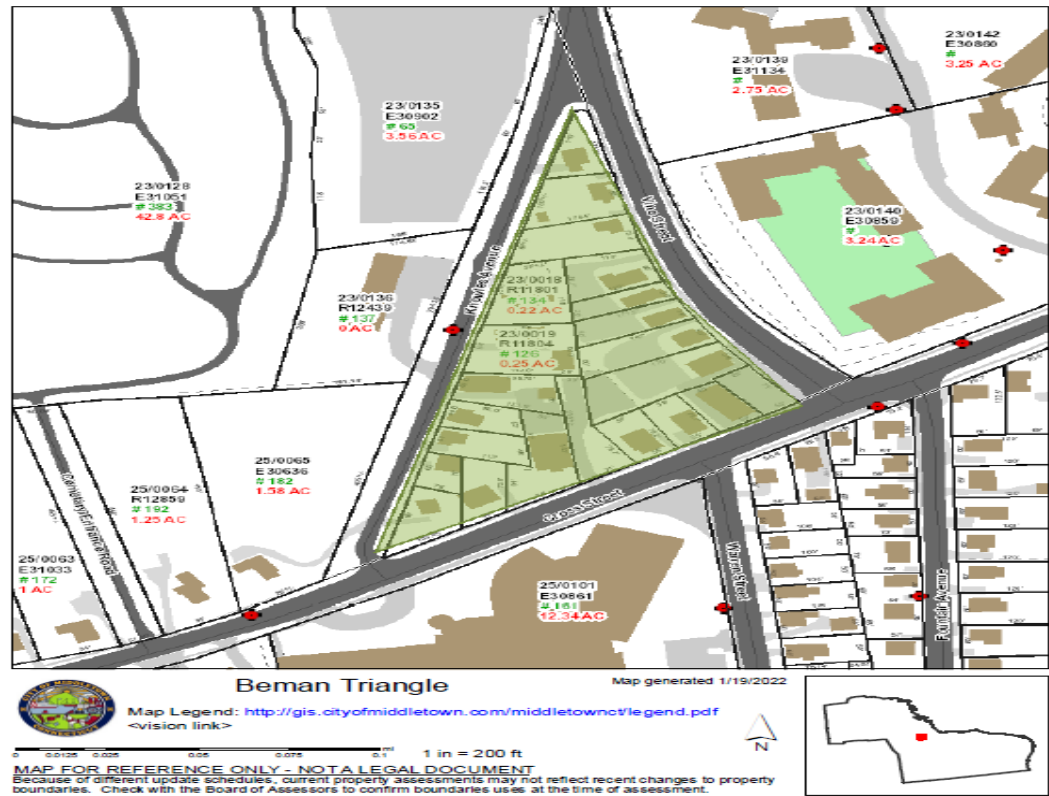
The Leverett Beman Historic District is currently largely intact, exhibiting overall cohesiveness and architectural integrity. It includes 14 known contributing structures (mostly 19th century homes) on five acres of a triangular-shaped land that is bounded by Cross Street, Vine Street, and Knowles Avenue on the west side of the campus of Wesleyan University. Most of these contributing structures were built by, or have important historical associations with, free African Americans for approximately 80 years.

The District is especially relevant in the context of the religious and political organization of African Americans in the 19th century, especially as related to the abolition, temperance and suffrage movements. The Beman family members, and others associated with the District, were leaders of these movements in the religious and political communities of Middletown, New Haven and Boston. Leverett Beman, who established the neighborhood and subdivided the land (a former farm), was the grandson of a freed slave, Caesar Beman (who selected his original surname “Be-a-man”). Caesar had earned his freedom with service in the Revolutionary War as a substitute for his master. Leverett’s father, Jehiel Beman, was an important minister of the A.M.E. Zion Church and an ardent abolitionist. Leverett Beman, who conceived and assembled this neighborhood, was a shoemaker and respected leader in Middletown. His brother, Reverend Amos Beman, and other family members, also made invaluable contributions to their communities. The Beman family (and others associated with the District) had important connections with Frederick Douglass, William Lloyd Garrison, and other significant reform movement personages of the 19th century.

The Leverett Beman Historic District has earned regional recognition. Besides its listing on the Connecticut State Register, it is a designated site on the “Connecticut Freedom Trail.” (See: <http://www.ctfreedomtrail.org/resource-library/site-of-the-month?month=2011-9>). The District has also been the site of archaeological investigations by Wesleyan University students. Recently, the City of Middletown named its newly-built grade 6-8 school the Beman Middle School in recognition of the family’s contributions to Middletown’s past. The District represents a point of pride for the local African American community as well as the rest of Middletown’s citizens.

This project meets the Criterion “A” for designation by the National Park Service. Per the Criterion “A” requirements, the site and buildings within the Leverett Beman Historic District “possess integrity of location, design, setting, materials, workmanship, feeling, and association” and “are associated with events that have made a significant contribution to the broad patterns of our history.”

The project also is significant because historical African American communities have traditionally not been represented by the historic preservation movement and cultural resources like the Leverett Beman Historic District are invaluable in telling the story of this community and deserve greater recognition.



BEMAN TRIANGLE
SCOPE OF RESEARCH ACTIVITY PROPOSED

THE BEMAN TRIANGLE HISTORIC DISTRICT
(in bold are contributing structures)

The owner of record of the following properties is Wesleyan University

130 Cross Street (1921, now Neon Deli, **site of Leverett Beman home**)
134 Cross Street (c. 1920, now 142 Cross Street)
146 Cross Street (1928)
160 Cross Street (1981, now Archaeology Dept., **site of earlier A.M.E. Zion Church**)
168 Cross Street (1951, **site of 1848 Huntington House**)
170 Cross Street (1861)
6 Knowles Avenue (1947, now 102 Knowles Avenue)
10 Knowles Avenue (c. 1865, now 118 Knowles Avenue)
12-14 Knowles Avenue (c. 1915, now 122 Knowles Avenue)
126-128 Knowles Avenue (1937, **site of DeForest House before 1840**)
134 Knowles Avenue (1959, **site of DeForest House land before 1840**)
1-3 Vine Street (c. 1910)
5 Vine Street (c. 1890)
7 Vine Street (c. 1875)
9 Vine Street (c. 1840)
11 Vine Street (c. 1848)
19 Vine Street (c. 1870)
21 Vine Street (c. 1850)
23 Vine Street (1904)

The owner of record of the following property is Kathleen Alderman:

8 Knowles Avenue (c. 1900)

PART 1: PRELIMINARY RESEARCH

Research all existing studies and reports. Interview residents and scholars who have knowledge regarding the historic evolution of the district, family histories and completed archeological investigations on site.

Identify all archives and collections to be consulted.

Research contextual history of free African American communities in Middletown and New England, the influential Beman and related families, local African American involvement in the abolition, temperance and suffrage movements and interaction with leaders Frederick Douglass, William Lloyd Garrison, and others; and the importance of the Beman Triangle compared with other planned African-American communities in the United States.

Alain Munkittrick, Deborah Shapiro, Jesse Nasta, Mardi Loman:

20 hours @ \$40/hour **\$800**

PART 2: ON SITE ASSESSMENT & DOCUMENTATION

Inspect, photograph, and measure all contributing properties to assess architectural integrity, original construction and later modifications.

Prepare architectural measured drawings of the most significant structures.

Alain Munkittrick, Rosemary Munkittrick & Deborah Shapiro: 20 structures, estimated average 2.5 hours each to inspect plus 20 hours architectural measured drawings. At \$125/hr for team is 50 hours or
\$6250

PART 3: TITLE & PROBATE SEARCHES

Conduct thorough land title and probate record searches of all properties to determine ownership and occupancy timelines for 20 properties. (Records are located at Middletown, CT and Hartford, CT.)

Team: Deborah Shapiro and Alain Munkittrick: \$125/hour for team.
20 properties at 8 hrs each total hours = 160 hours
\$20,000

PART 4: ARCHIVAL & RELATED RESEARCH

Assemble contemporary property maps and research/document all historic maps.

Research city directories to assist in determining occupancy timelines.

Research period newspapers to supplement timelines and gather information relating to the families that owned and occupied the properties.

Research archives with holdings related to families and historical associations. A preliminary list of archives to be consulted includes the following:

- Middlesex County Historical Society, (including the Milo Wilcox Collection, Bills to the Town cords, African American Collection, City Directory), Middletown, CT
- Wesleyan University Special Collections & Archives, Middletown, CT
- Russell Library (Middletown Room & Collections), Middletown, CT

- A.M.E. Zion Church Records, Middletown, CT
- Connecticut Historical Society, Hartford, CT
- Connecticut State Library, Hartford, CT
- Beinecke Library, Yale University, New Haven, CT (Amos Beman Scrapbooks)
- New Haven Museum, New Haven, CT
- Colchester Historical Society, Colchester, CT
- Middletown Old Burying Ground Association, Middletown, CT

Alain Munkittrick & Deborah Shapiro: 64 hours @ \$40/hour \$2560

PART 5: NR NOMINATION DRAFT & NR FINAL APPLICATION

Document all findings and draft preliminary application for National Register nomination in coordination with CT-SHPO.

Draft final application for National Register nomination in coordination with CT-SHPO.

Alain Munkittrick & Deborah Shapiro: 48 hours @ \$40/hour \$1920

PART 6: COMMUNITY OUTREACH & EDUCATIONAL PROGRAMMING

Community wide presentation with dedication and expert panel/speakers sponsored by MCHS \$ 750

Publication of informational brochure and booklet \$2000

NOTES ON CHARGES

General research rate to match the published rate of MCHS of \$40/hour.

Specialty consultant rate for land title and probate records searches, on site architectural documentation:
Team at \$125/hour

Reimbursable expenses:

Travel expenses for above estimated at \$400: Mileage, tolls and parking etc.
Miscellaneous reproduction and copy expenses: \$300. \$700

TOTAL IS \$32,500
With PART 6 the total is \$35,250

Councilwoman Jeanette Blackwell reads the proposed appropriation and moves to approve. Councilman Edward McKeon seconds the motion.

Councilwoman Blackwell states that, this evening, we witnessed with the individual who called in, Black History, and the essence of Black history when she thinks about the Bemans. She wants everyone to know that we heard about the area known as Beman Tringle. It is located at Cross and Vine Streets and Knowles Avenue. We know that there is only one property that is privately owned. It is her understanding that there are 34 site in Middletown on the National Register. She hopes that Beman Triangle will be approved and represent the underserved community. She thinks that it is important to note, when she thinks about the Bemans and their contributions, she cannot help but express that it took fortitude, intelligence, will, ingenuity to purchase that land during that time. She is confident that the faced insurmountable odds. She is pleased to read this resolution and she supports it. She tells Dr. Nasta that she wants to take the tour opportunity in the Spring.

The Chair echoes those comments and the invitation to the tour. He thanks Councilwoman Blackwell and Director Samolis as well as the speakers from the Middlesex County Historical Society.

There being no further discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0. (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved.

10. Department, Committee, Commission Reports and Grant Confirmation Approval**A. City Clerk's Certificate
APPROVED**

**City & Town Clerk's Office
245 deKoven Drive
Middletown, CT 06457**

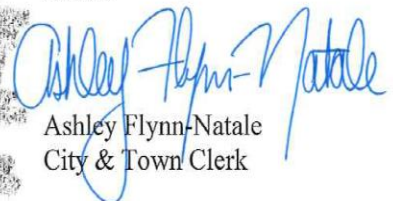
Certification

I, Ashley Flynn-Natale, City and Town Clerk of the City of Middletown and custodian of the records and seal thereof, hereby certify that all ordinances and appropriations passed and adopted at the regular meeting of the Common Council on January 3, 2022 at 7:00 p.m., and the special meetings of the Common Council on January 3, 2022 at 6:00 p.m., Community Meeting on January 13, 2022 at 6:30 p.m., Tax Ordinance Workshop on January 13, 2022 immediately following the Community Meeting and Special Meeting on January 13, 2022 immediately following the Tax Ordinance Workshop have been advertised in the local newspaper.

Dated at Middletown, Connecticut, this 7th day of February, 2022.



Attest:


Ashley Flynn-Natale
City & Town Clerk

B. Monthly Reports -- Finance Department: Transfer Report to January 21, 2022
APPROVED

Transfers of Funds - Operating Budget Accounts					
		From	To		
		12/22/21	1/21/22		
FY 2021-2022					
Date	Department	Budget Item	From Account No.	To Account No.	Amount
12/27/21	Clerk	Elections	1000-04000-52195		(5,000.00)
		Salaries & Wages, PT Temp		1000-04000-51220	5,000.00
01/05/22	PW/Garage	General Vehicle Services	1000-22000-53510-0225		(15,000.00)
		Oil, Grease, Lubricants & Fluids		1000-22000-53220-0225	7,000.00
	PW/City Hall	Repairs/Maintenance to Buildings		1000-22000-53380-0227-20001	8,000.00
01/05/22	Sanitation	Waste Removal	2020-40000-55410		(11,000.00)
		General Vehicle Services		2020-40000-53510	8,000.00
		Tires		2020-40000-53530	2,000.00
		Accounting & Auditing		2020-40000-55110	1,000.00
01/10/22	Water	Contingency Fund	5000-60000-57020		(15,000.00)
		Chemicals & Cleaning Supplies		5000-60000-53210	15,000.00
01/11/22	Special	Contingency Fund	1000-27000-57020		(375.00)
		Salaries & Wages, PT Perm		1000-01000-51215-0010	375.00
01/12/22	Fire	Station Furniture	2040-50300-79548-x-x-2022		(800.00)
		Major Appliances		2040-50300-79531-x-x-2022	800.00
01/18/22	Health	Salaries & Wages, PT Perm	1000-31000-51215		(16,000.00)
		Overtime		1000-31000-51340	4,000.00
		General Administrative		1000-31000-52110	6,800.00
		Events		1000-31000-53705	5,200.00
01/20/22	Water	Office Equipment 17/18	5010-60000-79500-x-x-2018		(9,132.86)
		Pump Station - Repair/Replace/Improve 17/18	5010-60000-79567-x-x-2018		(11,756.70)
		Building Maintenance 17/18		5010-60000-79499-x-x-2018	20,889.56
01/21/22	Police	3 Unmarked Vehicles	2070-18000-79805-x-x-2022		(2,260.90)
		Marking, Lighting, Communications for Vehicles		2070-18000-79806-x-x-2022	2,260.90
01/21/22	Communications	Contractual Services	1000-18700-55185		(500.00)
		Repairs Maintenance to Vehicles		1000-18700-53520	500.00
					0.00

103

103

C. Board of Education: Acct: No. 2450-33000-59405-x-03025: miscellaneous grants: \$1,472,895.42

APPROVED

CITY OF MIDDLETOWN

MUNICIPAL BUILDING

MIDDLETOWN, CONNECTICUT 06457

REQUEST FOR COMMON COUNCIL CONFIRMATION AND APPROVAL

OF THE FOLLOWING GRANT

Grant Number:597

Date of Request:1/14/2022

Name of Grant:as listed below

Amount Requested:\$1,472,895.42

Code:2450-33000-59405-X-03025

Grant Period: From:7/1/2021 To:6/30/2022

Rev Code2450-33000-43480-X-X

Type of Grant:

Amount Loaned from General Fund:\$0.00

Department Administering Grant:Middletown Board of Education

When any department, commission, office or agency is the recipient of any federal, state or other grant allocated for specific purposes, these funds shall be immediately transferred to the specific unit which has made application for such grant. Confirmation and approval of such transfer shall be given at the next regularly scheduled sessions of the Common Council. Notwithstanding any other Charter provision, the action of the Common Council in confirming and approving such transfer shall be an appropriation; no public hearing thereon shall be required and said funds may then be expended for the purposes for which they were granted.

Description of services to be provided by this Grant:

2031-21ST CENTURY BIEL COMM LEARNING \$100,000.00; 2032-21ST CENTURY SNOW COMM LEARNING \$100,000.00; 2072-ARP IDEA-PUBLIC \$257,467.00; 2073-ARP IDEA NON-PUBLIC \$24,000.00; 2074-ESSER II SPEC ED RECOVERY \$80,000.00; 2075-ESSER II SPECIAL POPULATIONS REC \$25,000.00; 2076-ESSER II DYSLEXIA RECOVERY \$4,550.00; 2144-ARP IDEA 619 PUBLIC \$26,706.00; 2484-VIOLENCE PREVENTION \$10,000.00; 2613-LIBERTY BANK WRAP AROUND SERVICE \$10,000.00; 2706-UNITED WAY WOMEN'S INITIATIVE-BI \$250.00; 2721-SPECIAL EDUCATION: MEDICAID \$22,634.90; 8001-RETIREEES/COBRA INSURANCE \$753,303.63; 8004-PRESCHOOL PROGRAM FEES \$5,761.00; 8009-MAINTENANCE/RENTALS \$5,974.50; 8027-CENTRAL OFFICE REIMBURSEMENT \$30,015.97; 8028-MTC RECEIPTS \$506.00; 8034-ADULT EDUC-ENRICHMENT \$380.00; 8039-ADED PEARSON RECEIPTS \$27.50; 8095-SPEC EDUC-REVENUE \$16,318.92. Total Special Programs through 12/14/2021: \$20,750,271.25. Additions: \$1,472,895.42. Total Special Programs through 1/14/2022: \$22,223,166.67

Signature:

Requested by:Dr. Alberto Vazquez Matos, Acting Superintendent

Status:Passed

Status Date:2/7/2022

D. Board of Education: Acct. No. 2450-33000-52135-x-x: Cafeteria / Food Services: \$316,712.36
APPROVED

CITY OF MIDDLETOWN			
MUNICIPAL BUILDING			
MIDDLETOWN, CONNECTICUT 06457			
REQUEST FOR COMMON COUNCIL CONFIRMATION AND APPROVAL OF THE FOLLOWING GRANT			
Grant Number:	598	Date of Request:	1/14/2022
Name of Grant:	Cafeteria/Food Services BOE		
Amount Requested:	\$316,712.36	Code:	2450-33000-52183-X-X
Grant Period: From:	7/1/2021	To:	6/30/2022
		Rev Code	2450-33000-48135-X-X
Type of Grant:		Amount Loaned from General Fund:	\$0.00
Department Administering Grant:	Middletown Board of Education		

When any department, commission, office or agency is the recipient of any federal, state or other grant allocated for specific purposes, these funds shall be immediately transferred to the specific unit which has made application for such grant. Confirmation and approval of such transfer shall be given at the next regularly scheduled sessions of the Common Council. Notwithstanding any other Charter provision, the action of the Common Council in confirming and approving such transfer shall be an appropriation; no public hearing thereon shall be required and said funds may then be expended for the purposes for which they were granted.

Description of services to be provided by this Grant:

2799-FOOD SERVICES \$316,712.36. Total Cafeteria/Food Services BOE through 12/14/2021: \$679,778.36. Additions: \$316,712.36. Total Cafeteria/Food Services BOE 1/14/2022: \$996,490.72

Signature:	
Requested by:	Dr. Alberto Vazquez Matos, Acting Superintendent
Status:	Passed
Status Date:	2/7/2022

E. Economic & Community Development: Acct. No. 3757-18500-59200-x-95110; Connecticut Department of Economic & Community Development Brownfield Supplemental Grant to make 248 Williams Street (formerly Forest City Cleaners) safe for environmental assessment: \$100,000
APPROVED

CITY OF MIDDLETOWN

MUNICIPAL BUILDING

MIDDLETOWN, CONNECTICUT 06457

REQUEST FOR COMMON COUNCIL CONFIRMATION AND APPROVAL

OF THE FOLLOWING GRANT

Grant Number:599

Date of Request:1/21/2022

Name of Grant:DECD Brownfield Supplemental Grant Forest City Cleaners

Amount Requested:\$100,000.00

Code:3756-18500-59200-x-95110

Grant Period: From:2/8/2022 To:6/30/2023

Rev Code3756-18500-43242-x-95110

Type of Grant:State

Amount Loaned from General Fund:\$100,000.00

Department Administering Grant:Economic and Community Development

When any department, commission, office or agency is the recipient of any federal, state or other grant allocated for specific purposes, these funds shall be immediately transferred to the specific unit which has made application for such grant. Confirmation and approval of such transfer shall be given at the next regularly scheduled sessions of the Common Council. Notwithstanding any other Charter provision, the action of the Common Council in confirming and approving such transfer shall be an appropriation; no public hearing thereon shall be required and said funds may then be expended for the purposes for which they were granted.

Description of services to be provided by this Grant:
Additional resources from the DECD Brownfield program to make safe 248 William Street for the environmental assessment of the site.

Signature:

Requested by:Joseph Samolis

Status:Passed

Status Date:2/7/2022

F. Economic & Community Development: Acct. No. 3720-18500-59200; State Urban Act Grant; to address structural and environmental issues at the Keating site to allow for future use of the building for additional tenants: \$2,000,000
APPROVED

CITY OF MIDDLETOWN
MUNICIPAL BUILDING
MIDDLETOWN, CONNECTICUT 06457
REQUEST FOR COMMON COUNCIL CONFIRMATION AND APPROVAL
OF THE FOLLOWING GRANT

Grant Number:	600	Date of Request:	1/21/2022
Name of Grant:	State Urban Act Grant for Keating Renovations		
Amount Requested:	\$2,000,000.00	Code:	3720-18500-59200
Grant Period: From:	2/8/2022	To:	12/31/2025
		Rev Code	3720-18500-43242
Type of Grant:	State	Amount Loaned from General Fund:	\$2,000,000.00
Department Administering Grant:	Economic and Community Development		

When any department, commission, office or agency is the recipient of any federal, state or other grant allocated for specific purposes, these funds shall be immediately transferred to the specific unit which has made application for such grant. Confirmation and approval of such transfer shall be given at the next regularly scheduled sessions of the Common Council. Notwithstanding any other Charter provision, the action of the Common Council in confirming and approving such transfer shall be an appropriation; no public hearing thereon shall be required and said funds may then be expended for the purposes for which they were granted.

Description of services to be provided by this Grant:

The State Grant will be utilized to address structural and environmental issues at the site to allow for future use of the building for additional tenants.

Signature:	
Requested by:	Joseph Samolis
Status:	Passed
Status Date:	2/7/2022

G. Office of Equal Opportunity & Diversity Management: City of Middletown 2021-2022 Employment Hiring Report: 2nd Quarter
APPROVED

Memorandum

To: Mayor Benjamin D. Florsheim

From: Faith M. Jackson, Director of Equal Opportunity & Diversity Management

Date: January 21, 2022

Re: The City of Middletown 2021-2022 Employment Hiring Report – 2nd Quarter Report

Attached is the 2021-2022 second quarter employment activity report for the City of Middletown for your review and approval. For the second quarter, a total of five new people were hired, one White Male, one Black Female, two Hispanic Males and one Two or More Male. Job opportunities for new hires and promotions for this quarter came under the following EEO categories: EEO1-Officials/Administrator, EEO2-Professionals, EEO4-Protective Services, EEO6-Administrative Support, EEO7-Skilled Craft, and EEO8-Service Maintenance. Hires and promotions occurred in the following departments: Fire, Finance, Land Use, Office of the General Counsel, Police, Public Works, Water and Sewer, and Board of Education. Of all new hires, four or 80% were from the protected class, one Black Female, two Hispanic Males, and one Two or More Male.

Of the new hires, the City achieved two of its set hiring goals this quarter, one Black Female in EEO6-Administrative Support Category and one Hispanic Male in EEO2-Professionals. In addition, two minorities, one Two or More Male in EEO1-Officials/Administrators Category and one Hispanic Male in EEO4-Protective Services Category, were hired.

During the second quarter, a total of seventeen employees were promoted. Of the promotions, the City achieved one of its set goals: one Black Male in EEO2-Professionals. In addition, a Black Female in EEO6-Administrative Services was promoted. Of the seventeen promotions 29%, three White Females, one Black Male, and one Black Female were from the protected class.

While the City does not hire or promote a large number of employees annually, it continues to demonstrate its good faith efforts to hire and promote a diverse workforce as reflected in the second quarter employment hiring report.

If you have any questions or would like further explanation of this report, please call me at extension 4830. Thank you.

c: Human Resources Division
Common Council
Affirmative Action Monitoring Committee

/fmj

Attachments

Approve: _____

Signature Date

Other: _____

Signature Date

Memorandum

To: Benjamin Florsheim, Mayor, City of Middletown

From: Faith M. Jackson, Director of Equal Opportunity and Diversity Management and Affirmative Action Officer

Date: January 21, 2022

Re: City of Middletown Affirmative Action 2021-2022 2nd Quarter Employment Hiring Report

Total Goals set for 2021-2022 ~ (37):

A1-EEO1 – 1WF, 1BF, 1BM, 1OM

B2-EEO2 – 1BF, *1BM, 1OM, 1TRMM

C3-EEO3 – 1BM, 1OM, 1TRMM

D4-EEO4 – *1WF, 1BM, 1BF, *1HM, 1OF, 1TRMM

E5-EEO5 – 1BM, 1BF, 1HM, 1OF

F6-EEO6 – 1BM, *1BF, *1HF, 1OM, 1OF, 1TRMM

G7-EEO7– 1WF, 1BM, 1HM, 1OM

H8-EEO8 –1WF, 2BM, 1BF, 1OF, 1OM,

Race/Ethnicity Codes: **BM: Black /African American Male**
 BF: Black/African American Female
 HM: Hispanic/Latino Male
 HF: Hispanic/Latino Female
 OM: Other Male, which includes the following: Asian Male, American Indian/Alaskan Native Male, and Native Hawaiian/Other Pacific Islander Male
 OF: Other Female, which includes the following: Asian Female, American Indian/Alaskan Native Female, and Native Hawaiian/Other Pacific Islander Female
 T/MM: Two or More Races Male
 T/MF: Two or More Races Female
 WM: White Male
 WF: White Female

The following report reflects the 2021-2022 second quarter recruitment activities results for new hires and promotions. During this quarter, the City hired five new employees and promoted seventeen employees. The City achieved three set goals. Two goals were achieved through new hires: one Hispanic/Latino Male in EEO4 – Protective Services and one Black/African American Female in EEO6 – Administrative Support. Another goal achieved was through promotions: one Black/African American Male in EEO2 – Professional. In addition, two minorities were hired: one Two or More Male in EEO1-Officials/Administrators and one Hispanic Male in EEO4-Protective Service. Of all new hires four, or 80%, were from the protected class. Of the seventeen promotions, five, or 29% were from the protected class. For this quarter, hires and promotions occurred in the following departments: Police, Board of Ed., Office of General Counsel, Public Works, Fire, Land Use, Finance, and Water & Sewer.

Respectfully submitted by,

Faith M. Jackson, Director of Equal Opportunity and Diversity Management and Affirmative Action Officer

H. Office of Equal Opportunity & Diversity Management: City of Middletown - Required Federal EE04 Data Collection Report Filing
APPROVED

Memorandum

To: Mayor Benjamin D. Florsheim
From Faith M. Jackson, Director of Equal Opportunity and Diversity Management
Date: January 4, 2022
Re: **Required Federal EEO4 Data Collection Report Filing – City of Middletown**

Dear Mayor Florsheim,

Please be advised that the required Federal 2021 EEO-4 Online Data Collection Report Filing for the City of Middletown has been completed on schedule and was filed on time by January 4, 2022. The EEO-4 Data Collection Report provides the Equal Employment Opportunity Commission data on the City’s workforce, which is required for every political jurisdiction with 100 or more employees. Accurate and current records are necessary for the completion of this report.

Under Public Law 88-352, Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, all state and local governments that have 100 or more employees are required to keep records and to make such reports to the Equal Employment Opportunity Commission as are specified in the regulations of the commission. The filing of an EEO-4 Data Collection Report is not voluntary, but required by federal law: Section 709(c), Title VII of the Civil Rights Act of 1964, as amended,42 U.S.C. 2000e-8(c), 29 CFR 1062.30 and .32-.37 Title 29, Chapter XIV, Subpart B, Code of Federal Regulations. The Attorney General of the United States may compel a jurisdiction to file this report by obtaining an order from a United States District Court. The Federal EEO-4 Data Collection Report is completed biennially for the City of Middletown.

Should you require further explanation, please feel free to call me at extension 4831. Thank you.

Cc: Justin Richardson, Director of Human Resources
 City of Middletown Common Council
 Affirmative Action Monitoring Committee
/fmj
Attachment (2021 EE0-4 Data Collection Report)

Review EEO-4 Function Reports

[← Back to MIDDLETOWN CITY](#)

Records (2)

Please review your reports to confirm the data entered is accurate. You can download PDF versions of your reports by clicking the "Download" button next to each report filed. If you discover errors, you can go back to the dashboard to make edits to your reports.

ACTION	STATUS	FUNCTION	FULL-TIME EMPLOYEES	OTHER THAN FULL-TIME EMPLOYEES
Download	Complete	4 - POLICE PROTECTION	129	8
Download	Complete	15 - OTHER	423	47

State or Local Government Dashboard

MIDDLETOWN CITY - 2021

MIDDLETOWN, CT 06457

[← Back to State or Local Government List](#)
[Historical Data \(Prior EEO-4 Reports\)](#)

State/Local Government: MIDDLETOWN CITY
Control Number: 09300160
Year: 2021
Certification Date: 1/4/2022 1:48:16 PM
Certifying Official: Faith M. Jackson
Title: Director of Equal Opportunity & Diversity Mgt

✓ Thank you for completing the 2021 EEO-4 Report.

[Report](#) [Decertify](#)

Save or print a copy of this report for your records. If after reviewing you find any errors, you may decertify and resubmit your data prior to the January 4, 2022, filing deadline. If you need additional assistance, please contact the EEO-4 Filer Support Team at EEQ4FilerSupport@eeocdata.org or 1-855-EEOC-035 (1-855-336-2035) prior to the January 4, 2022, filing deadline.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION				OMB Control No. 3046-0008	
STATE AND LOCAL GOVERNMENT INFORMATION REPORT (EEO-4) EEOC Form 164					
Control Number:09300160 Reporting Year: 2021					
A. TYPE OF GOVERNMENT (Check one box only)					
<input type="checkbox"/> 1. State <input type="checkbox"/> 2. County <input checked="" type="checkbox"/> 3. City <input type="checkbox"/> 4. Township <input type="checkbox"/> 5. Special District <input type="checkbox"/> 6. Other (Specify)					
B. IDENTIFICATION					
1. NAME OF POLITICAL JURISDICTION MIDDLETOWN CITY					
2. MAILING ADDRESS 245 DEKOVEN DRIVE		CITY/TOWN MIDDLETOWN	COUNTY HARTFORD	STATE CT	ZIP 06457
C. FUNCTION					
1. FINANCIAL ADMINISTRATION. Tax billing and collection, budgeting, purchasing, central accounting and similar financial administration carried on by a treasurer's, auditor's or comptroller's office and; GENERAL CONTROL. Duties usually performed by boards of supervisors or commissioners, central administration offices and agencies, central personnel or planning agencies, all judicial offices and employees (judges, magistrates, bailiffs, et al.)			8. HEALTH. Provision of public health services, outpatient clinics, visiting nurses, food and sanitary inspections, mental health, alcohol rehabilitation service, etc.		
2. STREETS AND HIGHWAYS. Maintenance, repair, construction and administration of streets, alleys, sidewalks, roads, highways, and bridges.			9. HOUSING. Code enforcement, low-rent public housing, fair housing ordinance enforcement, housing for elderly, housing rehabilitation, rent control.		
3. PUBLIC WELFARE. Maintenance of homes and other institutions for the needy; administration of public assistance. (Hospitals should be reported under function 7.)			10. COMMUNITY DEVELOPMENT. Planning, zoning, land development, open space, beautification, preservation.		
4. POLICE PROTECTION. Duties of a police department, sheriff's, constable's, coroner's office, etc. Including technical and clerical employees engaged in police activities.			11. CORRECTIONS. Jails, reformatories, detention homes, halfway houses, prisons, parole and probation activities.		
5. FIRE PROTECTION. Duties of the uniformed fireforce and clerical employees. (Forest fire protection activities should be reported under function 6.)			12. UTILITIES AND TRANSPORTATION. Includes water supply, electric power, transit, gas, airports, water transportation and terminals.		
6. NATURAL RESOURCES. Agriculture, forestry, forest fire protection, irrigation drainage, flood control, etc., and; PARKS AND RECREATION. Provision, maintenance and operation of parks, playgrounds, swimming pools, auditoriums, museums, marinas, zoos, etc.			13. SANITATION AND SEWAGE. Street cleaning, garbage and refuse collection and disposal. Provision, maintenance and operation of sanitary and storm sewer systems and sewage disposal plants.		
7. HOSPITALS. Operation and maintenance of institutions for inpatient medical care.			14. EMPLOYMENT SECURITY. State governments only.		
			15. OTHER (Specify.) Unfortunately, our reporting structuring for gathering the City of Middletown EEO4 data is not broken down by function only by EEO Job Category. We will correct the reports for the future. Covered Functions are #1, #2, #4, #5, #6, #8, #9, #10, #13.		

Control Number: 09300160
Jurisdiction: MIDDLETOWN CITY

Reporting Year: 2021

D. EMPLOYMENT DATA AS OF JUNE 30															Function 15 - OTHER	
JOB CATEGORY	ANNUAL SALARY (in thousands 000)	1. FULL-TIME EMPLOYEES														TOTALS
		RACE/ETHNICITY														
		HISPANIC OR LATINO		NOT-HISPANIC OR LATINO								FEMALE				
		MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	ASIAN	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKA NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	ASIAN	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKA NATIVE	TWO OR MORE RACES	
OFFICIALS - ADMINISTRATORS	1. \$0.1 - 15.9														0	
	2. \$16.0 - 19.9														0	
	3. \$20.0 - 24.9														0	
	4. \$25.0 - 32.9														0	
	5. \$33.0 - 42.9														0	
	6. \$43.0 - 54.9														0	
	7. \$55.0 - 69.9														0	
	8. \$70.0 PLUS	1	0	16	0	0	0	0	1	4	2	0	0	0	1	25
PROFESSIONALS	9. \$0.1 - 15.9														0	
	10. \$16.0 - 19.9														0	
	11. \$20.0 - 24.9														0	
	12. \$25.0 - 32.9														0	
	13. \$33.0 - 42.9	0	0	1	0	0	0	0	0	2	0	0	0	0	3	
	14. \$43.0 - 54.9	1	0	0	1	0	0	0	0	1	0	0	0	0	3	
	15. \$55.0 - 69.9	0	0	2	1	0	0	0	0	6	0	0	0	0	9	
	16. \$70.0 PLUS	1	1	39	1	1	0	0	0	27	0	0	0	0	70	
TECHNICIANS	17. \$0.1 - 15.9														0	
	18. \$16.0 - 19.9														0	
	19. \$20.0 - 24.9														0	
	20. \$25.0 - 32.9														0	
	21. \$33.0 - 42.9														0	
	22. \$43.0 - 54.9	0	0	1	0	0	0	0	0	0	0	0	0	0	1	
	23. \$55.0 - 69.9	0	0	3	0	0	0	0	0	0	0	0	0	0	3	
	24. \$70.0 PLUS	0	0	21	2	0	0	0	0	7	1	0	0	0	31	
PROTECTIVE SERVICE	25. \$0.1 - 15.9														0	
	26. \$16.0 - 19.9														0	
	27. \$20.0 - 24.9														0	
	28. \$25.0 - 32.9														0	
	29. \$33.0 - 42.9														0	
	30. \$43.0 - 54.9	0	0	4	0	0	0	0	0	0	0	0	0	0	4	
	31. \$55.0 - 69.9	0	0	9	0	0	0	0	0	2	0	0	0	0	11	
	32. \$70.0 PLUS	0	0	23	2	0	0	1	0	2					28	
PARAPROFESSIONALS	33. \$0.1 - 15.9														0	
	34. \$16.0 - 19.9														0	
	35. \$20.0 - 24.9														0	
	36. \$25.0 - 32.9														0	
	37. \$33.0 - 42.9														0	
	38. \$43.0 - 54.9														0	
	39. \$55.0 - 69.9														0	
	40. \$70.0 PLUS	0	0	0	0	0	0	0	0	2	1	0	0	0	3	

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Reporting Year: 2021

D. EMPLOYMENT DATA AS OF JUNE 30															Function 15 - OTHER	
JOB CATEGORY	ANNUAL SALARY (in thousands 000)	1. FULL-TIME EMPLOYEES														TOTALS
		HISPANIC OR LATINO		RACE/ETHNICITY										TOTALS		
		MALE	FEMALE	NOT-HISPANIC OR LATINO								TOTALS				
				WHITE	BLACK OR AFRICAN AMERICAN	ASIAN	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKA NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN		ASIAN		NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER	
ADMINISTRATIVE SUPPORT	41. \$0.1 - 15.9															0
	42. \$16.0 - 19.9															0
	43. \$20.0 - 24.9															0
	44. \$25.0 - 32.9															0
	45. \$33.0 - 42.9	0	0	0	0	0	0	0	0	4	0	0	0	0	0	4
	46. \$43.0 - 54.9	0	0	0	0	0	0	0	0	30	3	0	0	0	0	33
	47. \$55.0 - 69.9	2	2	10	0	0	0	0	0	24	2	0	0	0	0	40
	48. \$70.0 PLUS	0	0	3	0	0	0	0	0	16	0	0	0	0	0	19
SKILLED CRAFT	49. \$0.1 - 15.9															0
	50. \$16.0 - 19.9															0
	51. \$20.0 - 24.9															0
	52. \$25.0 - 32.9	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
	53. \$33.0 - 42.9															0
	54. \$43.0 - 54.9	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
	55. \$55.0 - 69.9	0	0	3	0	0	0	0	0	0	0	0	0	0	0	3
	56. \$70.0 PLUS	0	0	23	1	0	0	0	0	0	0	0	0	0	0	24
SERVICE - MAINTENANCE	57. \$0.1 - 15.9															0
	58. \$16.0 - 19.9															0
	59. \$20.0 - 24.9															0
	60. \$25.0 - 32.9															0
	61. \$33.0 - 42.9	1	1	5	1	0	0	0	0	1	0	0	0	0	0	9
	62. \$43.0 - 54.9	0	0	15	8	1	0	0	2	4	2	0	0	0	1	33
	63. \$55.0 - 69.9	4	0	49	5	0	0	0	2	0	2	0	0	0	1	62
	64. \$70.0 PLUS	0	0	2	1	0	0	0	0	0	0	0	0	0	0	3
65. TOTAL FULL-TIME (LINES 1-64)		10	4	230	23	2	0	1	5	132	13	0	0	0	3	423
2. OTHER THAN FULL-TIME EMPLOYEES																
66. OFFICIALS - ADMINISTRATORS																0
67. PROFESSIONALS																0
68. TECHNICIANS	0	0	0	0	0	0	0	0	0	3	1	0	0	0	0	4
69. PROTECTIVE SERVICE	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
70. PARAPROFESSIONALS	0	3	2	0	0	0	0	0	0	13	4	0	0	0	0	22
71. ADMINISTRATIVE SUPPORT	0	0	2	0	0	0	0	0	0	16	1	0	0	0	0	19
72. SKILLED CRAFT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
73. SERVICE - MAINTENANCE	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
74. TOTAL OTHER THAN FULL-TIME (LINES 66 - 73)		0	3	5	0	0	0	0	0	33	6	0	0	0	0	47

Control Number: 09300160
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D. EMPLOYMENT DATA AS OF JUNE 30										Function 15 - OTHER						
HISPANIC OR LATINO		RACE/ETHNICITY												TOTALS		
		MALE						NOT-HISPANIC OR LATINO								
MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	ASIAN	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKA NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	ASIAN	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKA NATIVE	TWO OR MORE RACES			
3. NEW HIRES DURING EEO-4 FISCAL YEAR (JULY 1 - JUNE 30)																
75. OFFICIALS - ADMINISTRATORS															0	
76. PROFESSIONALS	0	0	1	0	0	0	0	0	3	0	0	0	0	0	4	
77. TECHNICIANS															0	
78. PROTECTIVE SERVICE	0	0	4	0	0	0	0	0	0	0	0	0	0	0	4	
79. PARAPROFESSIONALS															0	
80. ADMINISTRATIVE SUPPORT	0	0	0	0	0	0	0	0	4	0	0	0	0	0	4	
81. SKILLED CRAFT	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	
82. SERVICE - MAINTENANCE	0	1	5	1	0	0	0	0	0	0	0	0	0	0	7	
83. TOTAL NEW HIRES (LINES 75 - 82)	0	1	11	1	0	0	0	0	7	0	0	0	0	0	20	
E. DEPARTMENTS/AGENCIES INCLUDED IN THIS FUNCTION REPORT CT0008301 - Please note: Unfortunately, our reporting structure for gathering the City of Middletown EEO4 data is not broken down by function. It is broken down by EEO Job Category. We will correct the reports for the future. Covered Functions in this report are #1-Financial Administration, #2-Streets & Highways, #5-Fire Protection, #6-Natural Resources, #8-Health, #9-Housing, #10-Community Development, and #13-Sanitation & Sewage.																
F. DEPARTMENTS/AGENCIES NOT INCLUDED IN THIS FUNCTION REPORT																
G. REMARKS ABOUT THIS FUNCTION REPORT Please note: Police Protection is filed separately. Thank you.																

Control Number: 09300160
Jurisdiction: MIDDLETOWN CITY

Reporting Year: 2021

SUMMARY OF FUNCTIONS		
1 - FINANCIAL ADMINISTRATION/GENERAL CONTROL	9 - HOUSING	
2 - STREETS AND HIGHWAYS	10 - COMMUNITY DEVELOPMENT	
3 - PUBLIC WELFARE	11 - CORRECTIONS	
✓ 4 - POLICE PROTECTION	12 - UTILITIES AND TRANSPORTATION	
5 - FIRE PROTECTION	13 - SANITATION AND SEWAGE	
6 - NATURAL RESOURCES/PARKS AND RECREATION	14 - EMPLOYMENT SECURITY	
7 - HOSPITALS	✓ 15 - OTHER	
8 - HEALTH		
COMMENTS Please be advised that the City of Middletown EEO4 Data Report System is setup to capture its workforce data by EEO Job Category and not by Function. However, if this is the new format to be use going forward, we will work on modifying our data report systems to capture the data in the new format for next reporting. Thank you.		
CERTIFICATION. I certify that the information given in this report is correct and true to the best of my knowledge and was reported in accordance with accompanying instructions. (Willfully false statements on this report are punishable by law, US Code, Title 18, Section 1001.)		
NAME OF CERTIFYING OFFICIAL Faith M. Jackson	TITLE Director of Equal Opportunity & Div	
MAILING ADDRESS 245 DEKOVEN DRIVE MIDDLETOWN CT, 06457	TELEPHONE NUMBER 860-638-4831	
DATE 1/4/2022	EMAIL ADDRESS faith.jackson@middletownct.gov	TYPED NAME Faith M. Jackson

I. Recreation & Community Services: Acct No. 2210-32000-59022-0321-03202-x-x: to support Recreation & Community Services Department activities, wages, and busing: \$30,000.
APPROVED

CITY OF MIDDLETOWN

MUNICIPAL BUILDING

MIDDLETOWN, CONNECTICUT 06457

REQUEST FOR COMMON COUNCIL CONFIRMATION AND APPROVAL
OF THE FOLLOWING GRANT

Grant Number:601

Date of Request:1/27/2022

Name of Grant:Recreation & Community Services Activity Account

Amount Requested:\$30,000.00

Code:2210-32000-59022-0321-03205-x-x

Grant Period: From:7/1/2021 To:6/30/2022

Rev Code2210-32000-44230-0321-03205-x-x

Type of Grant:local

Amount Loaned from General Fund:\$0.00

Department Administering Grant:Recreation & Community Services

When any department, commission, office or agency is the recipient of any federal, state or other grant allocated for specific purposes, these funds shall be immediately transferred to the specific unit which has made application for such grant. Confirmation and approval of such transfer shall be given at the next regularly scheduled sessions of the Common Council. Notwithstanding any other Charter provision, the action of the Common Council in confirming and approving such transfer shall be an appropriation; no public hearing thereon shall be required and said funds may then be expended for the purposes for which they were granted.

Description of services to be provided by this Grant:

To support Recreation & Community Services Department activities, supplies, wages, and busing

Signature:

Requested by:Catherine Lechowicz

Status:Passed

Status Date:2/7/2022

Councilman Grady Faulkner, Jr. reads the prosed grants and reports and moves to approve. Councilman Philip Pessina seconds the motion

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved.

11. Mayor Reports to the Common Council**A. American Rescue Plan**

The Chair states that there is a long agenda, so he will be brief. No major updates in terms of the City's expenditure. They have the monthly meeting of the American Rescue Plan Task Force on Wednesday, This is the first since the application process was launched. At least one has come back and they look forward to reviewing that. There may not be a decision at this meeting as it is still getting underway, he is glad that there is a process. There has been a press statement and media coverage of the City's emerging plans as well as formally opening applications for these dollars to be spent. He will also share that the City applied since the last Council meeting for a State grant – it has not been received yet- we applied for the State Community Challenge Grant through the State Department of Economic & Community Development, The State has put significant dollars into this fund for municipalities to do historic rehabilitation and otherwise use our existing assets to foster economic development, He sees a real opportunity for that with some vacant buildings on Main Street, They see an opportunity to partner with developers who own these buildings. We see this State funding, supported by Federal funding along with City funding, If this gran comes through, it will be significant for Middletown and the downtown, While there will be no formal ARPA on our end as to how these dollars are helping the Middletown community.

B. Riverfront

The Chair notes that many Councilmembers attending the second large community workshop. They were glad at the turnout, a couple of hundred people like our first workshop. The goal of the workshop is to start this transition process. We are about halfway through the planning process with Cooper Robinson and the City's Economic Development and Land Use Offices. They are shifting from intake process on ideas to meeting with property owners and stakeholders in small, medium and large settings, staring to consolidate these ideas, choose between the various options for the various sites and start to finalize a Master Plan. That is going to be a challenging process, but he thinks it will be fruitful. He is gratified by the consensus that has been reached by these two large workshop as to what people want to see at the riverfront, That Is not to say that there is total consensus. The meetings have given a good sense of where they want to see assets, where they want to see commercial development, where they do not want to see commercial development, if there is to be commercial development. The next stage is taking that information – hundreds of responses as well as the community meeting – and distilling those into a proposal. In another 9 months or so, that is when we will work on producing legislation, not just for this body, but the Planning & Zoning Commission, to take a look at as we move forward to addition and formalizing that plan. In the meantime, the working group will continue to have small group meetings with stakeholders. They will continue to keep everyone apprised of the progress. They are wrapping up the larger workshops, the input of information, they will be working on processing and developing a plan, a framework. He is happy to answer any questions.

The Chair calls on Councilman Vincent Loffredo.

Councilman Loffredo state that he knows that one aspect of the ARPA (American Rescue Plan Act) money was to potentially deal with CSO water/sewer issues. At this point, we have a big one before us. Any ARPA money is being used for the Pamecha Pond issue that will be discussed this evening.

The Chair replies that they are planning to sign more water and sewer projects as they come up with a broader strategy for the water and sewer system. We do plan to use ARPA dollars, but the specific projects have not been identified other than the ones approved by the Council in December of January.

The Chair calls on Councilwoman Janette Blackwell.

Councilwoman Blackwell states that she wants to follow-up on a question that was raised last month, making these meetings public for anyone who may want to attend. She asks if that is a possibility.

The Chair states that the meetings are open to the public and have been taking place in room 208 at City Hall If it has not already, as you know that room was set up last year to accommodate virtual meetings .following what was done in the Council Chamber. Before that meeting, we will be sure it is advertised for public participation, as well.

12. Payment of all City bills when properly approved**APPROVED**

Councilman Darnell Ford moves to pay all City bills when properly approved. Councilman Philip Pessina seconds the motion.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved.

13. Resolutions, Ordinances, etc.

A. Approving that Matthew Sweeney shall be granted up to a 30-days advanced sick leave.

APPROVED

RESOLUTION No 09-22; K: review/ resolution/ HR sick time Sweeney RES 09-22 – 7 Feb 2022

Whereas, Matthew Sweeney is currently an School Custodian who has been employed with the City of Middletown since October 2008; and

Whereas, Matthew Sweeney has been out of work on an approved medical leave and has exhausted all of his accrued sick, vacation, and personal time, and continues to be out of work on an approved Family Medical Leave; and

Whereas, Mr. Sweeney previously received an advancement of sick time from the Mayor's Office in January 2021, and pursuant to City of Middletown Ordinance §74-3, Mr. Barnes¹ is required to make such additional request of the Common Council; and

Be it resolved by the Common Council of the City of Middletown:

That Matthew Sweeney shall be granted up to a 30-days advanced sick leave.

Fiscal Impact: None. Employee will pay back said advance
In accordance with Chapter 74, Article I, § 74-3 of the
Middletown Code of Ordinance.

Councilwoman Meghan Carta reads the resolution and moves to approve. Councilman Edward Ford, Jr. seconds the motion.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved.

B. Approving that Vincent Ruffino shall be granted up to a 30-days advanced sick leave.

APPROVED

RESOLUTION No 10-22; K: review/ resolution/ HR Ruffino sick time –RES 10-22 – 7 Feb 2022

Whereas, Vincent Ruffino is currently an Truck Driver who has been employed with the City of Middletown since October 2014; and

Whereas, Vincent Ruffino has been out of work on an approved medical leave and has exhausted all of his accrued sick, vacation, and personal time, and continues to be out of work on an approved Family Medical Leave; and

Whereas, Mr. Ruffino previously received an advancement of sick time from the Mayor's Office in December 2021, and pursuant to City of Middletown Ordinance §74-3, Mr. Ruffino is required to make such additional request of the Common Council; and

Be it resolved by the Common Council of the City of Middletown: That Vincent Ruffino shall be granted up to a 30-days advanced sick leave.

Fiscal Impact: None. Employee will pay back said advance in accordance with Chapter 74, Article I, § 74-3 of the Middletown Code of Ordinance

Councilwoman Linda Salafia reads the resolution and moves to approve. Councilwoman Jeanette Blackwell seconds the motion.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved.

C. Approving that Hillary Thompkins, who is currently an Alternate Planning & Zoning Commissioner, be appointed as a regular member of the Planning & Zoning Commission to a term ending November 11, 2025, filling the vacancy created by the untimely death of Planning & Zoning Commissioner Nicholas Fazzino.

APPROVED

RESOLUTION NO; 11-22; K: review / resolution/ CC Thompkins PZC appt RES 11-22 – 7 Feb 2022

WHEREAS, the *Charter of the City of Middletown* provides at Chapter II, Section 8, "Vacancy in Office", subparagraph D that for vacancies in office other than the offices of Mayor and Deputy Mayor, at a regular or special meeting duly warned for that purpose and next following a *Declaration of Permanent Vacancy in an Elective Office*, the Common Council shall by majority vote fill such vacancy and such appointee shall be a member of the same political party as the predecessor in

¹ Per email from Human Resources Director Justin Richardson, dated February 18, 2022, the use of the name "Barnes" rather than "Sweeney" in paragraph 3 of this resolution is deemed to be a scrivener's error. No correction is needed.

said office and shall be appointed for the remainder of the term of office whose position he/she has been appointed to fill;

NOW THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: that Hillary Thompkins, who is currently an Alternate Planning & Zoning Commissioner, is appointed as a regular member of the Planning & Zoning Commission to a term ending November 11, 2025, filling the vacancy created by the untimely death of Planning & Zoning Commissioner Nicholas Fazzino.

Fiscal Impact: None

Councilman Philip Pessina reads the resolution and moves to approve. Councilman Edward Ford, Jr. seconds the motion.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved.

The Chair congratulates newly appointed Commissioner Thompkins and acknowledges the contributions of former Commissioner Fazzino, his legacy of service to the community. He offers condolences to the Fazzino family.

- D. Approving that a new line item be established in the Office of Equal Opportunity and Diversity Management, 1000-11000-51215-0000-00000-0000-000, Salaries, Wages, Part-Time, for the payment of temporary staff to address the backlog business of the department; and a transfer of the FY 21-22 allocated funds of \$20,000 from the Contractual Services line to the new part-time line item for the hiring of temporary staff.**

APPROVED

RESOLUTION No. 13-22; K: review/ resolution/ EOE transfer PT position RES 12-22 – 7 Feb 2022

WHEREAS, the Common Council, during the 2021-2022 budget process, allocated \$20,000 for the purpose of bringing onboard temporary staffing to help meet the Office of Equal Opportunity and Diversity Management backlog objectives; and

WHEREAS, the Office of Equal Opportunity and Diversity Management has not been able to eliminate its office backlog through normal office processes, it is imperative that temporary staff be employed to help resolve these issues.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: that a new line item be established in the Office of Equal Opportunity and Diversity Management, 1000-11000-51215-0000-00000-0000-000, Salaries, Wages, Part-Time for the payment of temporary staff to address the backlog business of the department, and

BE IT FURTHER RESOLVED: That a transfer of the FY 21-22 allocated funds of \$20,000 from the Contractual Services line to the new part-time line item for the hiring of temporary staff be approved.

FINANCIAL IMPACT: NONE

Councilman Eugene Nocera reads the resolution and moves to approve. Councilman Philip Pessina seconds the motion.

Councilman Nocera states that they did not have a chance to speak with Director Faith Jackson during Questions to Directors. For the record, he wants to remind everyone that this money was allocated in last year's budget. They added \$20K to provide additional assistance in the Office of Diversity Management. This money is being transferred to put that plan into action.

There being no further discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved.

- E. Approving a bid waiver for the Pamecha Avenue Sewer Separation, Water Main Improvements & Surface Improvements Project (the "Project") Bid #2021-008; that the contract for this Project is awarded to Ludlow Construction Company, in the amount of \$2,344,320.00 for the sewer portion, \$262,860.00 for the water portion, and \$386,340.00 for the public works portion, for a total contract award of \$2,993,520.00; and that the Mayor is hereby authorized to sign any and all documents necessary to effectuate the contract for this Project, subject to review and approval by the Office of the General Counsel as to content and form.**

APPROVED

RESOLUTION 14-22; K: review/ resolution/ WS Pamecha Ave project – RES 13-22 – 7 Feb 2022

WHEREAS, on April 18, 2002, the Pamecha Avenue Sewer Separation & Water Main Improvements & Pamecha Avenue Surface Improvements Project (the "Project") Bid #2002-043 was put out to formal bid in accordance with the purchasing ordinances of the City of Middletown, but all of the bids received were over budget; and

WHEREAS, on September 9, 2021, the Project was redesigned and put out to a formal bid for a second time, after additional permitting and easements were obtained from the various property owners; and

WHEREAS, the overall Project was split into three components—sewer, water, and public works; and

WHEREAS, two bids were received for the Project, one from Ludlow Construction Company, and the other from VMS Construction Company; and

WHEREAS, on October 26, 2021, Bid # 2021-008 for the Pamecha Avenue Sewer Separation was opened for the Project; and

WHEREAS, after the date of the opening of bids, the City of Middletown received correspondence from Ludlow Construction Company informing the City of Middletown that they made an error on the sewer portion of their bid involving Item #58 Temporary Sheet piling; and

WHEREAS, in light of that fact, the City of Middletown rejected all bids for the Project on the grounds that all of the bids received were over budget; and

WHEREAS, after all bids were rejected, the Water & Sewer Department entered into negotiations with Ludlow Construction Company to negotiate a price for the Project that would be within budget; and

WHEREAS, on December 16, 2021, the Water Pollution Control Authority authorized a bid waiver and approved a contract award for the Project to Ludlow Construction Company, based upon several various changes to Bid #2021-008 that lowered the cost of the sewer portion of the Project that will be paid for with WPCA funds; and

WHEREAS, after putting the Project out to formal bid in accordance with the purchasing ordinances of the City of Middletown on two separate occasions, and after having all bids be over budget both times, the Water & Sewer Department is now requesting a bid waiver from the Common Council, pursuant to Chapter 78 ("Purchasing"), Section 78-8 ("Formal contract procedure"), Subsection A of the *Code of Ordinances of the City of Middletown*, to waive the formal public bidding requirements, and to enter into a contract with Ludlow Construction Company for the water and public works portions of the Project; and

WHEREAS, the cost for the water and public works portions of the Project remains the same as was submitted in Bid #2021-008 by Ludlow Construction Company, which for those portions of the Project was the low bidder, except for Middletown police traffic control, vehicle allowance and water testing allowance which the City will pay directly; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: That a bid waiver for the Pamecha Avenue Sewer Separation, Water Main Improvements & Surface Improvements Project (the "Project") Bid #2021-008 is authorized, and that the contract for this Project is awarded to Ludlow Construction Company, in the amount of \$2,344,320.00 for the sewer portion, \$262,860.00 for the water portion, and \$386,340.00 for the public works portion, for a total contract award of \$2,993,520.00.

BE IT FURTHER RESOLVED THAT: the Mayor is hereby authorized to sign any and all documents necessary to effectuate the contract for this Project, subject to review and approval by the Office of the General Counsel as to content and form.

Fiscal Impact: None. Per the original bond authorization Fund 4150, 2007 Bond Issue CSO Sewer Separation

Councilman Anthony Mangiafico reads the resolution and moves to approve. Councilman Philip Pessina seconds the motion.

The Chair calls on Councilman Vincent Loffredo.

Councilman Loffredo states that he was able to get some information from the Finance Director to confirm that money being allocated for this is actually not being referred to any bond authorization for 2002 as reflected in the initial "Whereas," but the underlying impact will come from a balance of funds in 2007. Thank you.

There being no further discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved

- F. Approving and authorizing the Mayor to execute and deliver in the name of the City of Middletown, the purchase of the 14.89 acres located at Atkins Street (Map 01, Lot 0035) and (Map 01, Lot 0089) as city open space and passive recreation, and to do any and all other acts**

to effectuate the foregoing, following review and approval as to content and form by the Office of the General Counsel.

APPROVED

RESOLUTION No. 14-22; K: review / resolution/ LU Atkins St open space RES 14-22 – 7 Feb 2022

WHEREAS, In 2019 the Common Council of the City of Middletown approved an ordinance appropriating \$5,000,000 for the acquisition of lands and interest therein to preserve open space and farm lands in the City of Middletown; and

WHEREAS, property at Atkins Street (Map 01, Lot 0035) and (Map 01, Lot 0089) are available to the City for purchase; and

WHEREAS, the property totals approximately 14.89 acres land consisting of mature trees, succession growth, and existing cart paths from the former Pistol Creek Golf Course; and

WHEREAS, the acquisition supports integrating parks, trails, and open spaces into an integrated unified green corridor system, preserving natural resources, and open spaces, all of which are described as goals of the 2020 Plan of Conservation and Development for the City of Middletown; and

WHEREAS, on January 18, 2022 the Commission on Conservation and Agriculture recommended moving forward with the purchase of the property; and

WHEREAS, on January 12, 2022 the Planning and Zoning Commission gave a favorable C.G.S § 8-24 report for the acquisition; and

WHEREAS, the City had the property appraised and determined the value of the property.

THEREFORE, BE IT RESOLVED THAT THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: authorizes and approves the Mayor to execute and deliver in the name of the City of Middletown, the purchase of the 14.89 acres located at Atkins Street (Map 01, Lot 0035) and (Map 01, Lot 0089) as city open space and passive recreation, and to do any and all other acts to effectuate the foregoing, following review and approval as to content and form by the Office of the General Counsel.

FINANCIAL IMPACT: \$665,000 from the Open Space Bond Fund.

Councilman Edward Ford, Jr. reads the resolution and moves to approve. Councilwoman Jeanette Blackwell seconds the motion.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved.

- G. Approving that: (1) the Common Council, City of Middletown, authorizes the Acting Superintendent of Middletown Public Schools to apply to the Commissioner of Administrative Services for the PV panel project at the Farm Hill Elementary School; (2) the Common Council, City of Middletown, authorizes the development of plans and specifications for the PV panel project at the Farm Hill Elementary School; and (3) the Common Council, City of Middletown, hereby names its Building Committee charge of the PV panel project at the Farm Hill Elementary School.**

APPROVED

RESOLUTION No. 15-22; K: review/ resolution/ BOE Farm Hill PV panels RES 15-22 – 7 Feb 2022

WHEREAS, the Common Council, City of Middletown, County of Middlesex, Connecticut, does hereby find as follows:

WHEREAS, the Board of Education wants to add photovoltaic ("PV") panels to the roof at Farm Hill Elementary School; and

WHEREAS, the Common Council, City of Middletown, authorizes the Acting Superintendent of Middletown Public Schools to apply to the Commissioner of Administrative Services for the PV panel project at the Farm Hill Elementary School; and

WHEREAS, the Common Council, City of Middletown, authorizes the development of plans and specifications for the PV panel project at the Farm Hill Elementary School; and

WHEREAS, the Common Council, City of Middletown, hereby names its Building Committee to oversee the addition of PV panels at Farm Hill Elementary School and authorizes the Building Committee charge of the PV panel project at the Farm Hill Elementary School;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN:

(1) that the Common Council, City of Middletown, authorizes the Acting Superintendent of Middletown Public Schools to apply to the Commissioner of Administrative Services for the PV panel project at the Farm Hill Elementary School.

(2) that the Common Council, City of Middletown, authorizes the development of plans and specifications for the PV panel project at the Farm Hill Elementary School.

(3) that the Common Council, City of Middletown, hereby names its Building Committee charge of the PV panel project at the Farm Hill Elementary School.

Fiscal Impact: The impact to the City is \$173,630. The Department of Administrative Services grant reimbursement rate is 66.43%. The total cost of the project is \$517,219. The matching funds will come from the 2021-2022 City of Middletown capital budget.

Councilwoman Meghan Carta reads the resolution and moves to approve. Councilman Philip Pessina seconds the motion.

The Chair calls on Councilman Vincent Loffredo.

Councilman Loffredo states that this item and Item 8 will be coming back to the Common Council for the awarding of finances, for the City's portion of the grant that we are applying for. He urges his colleagues to vote for these resolution as presented this evening.

There being no further discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved.

- H. Approving that: (1) the Common Council, City of the Middletown, authorizes the Acting Superintendent of Middletown Public Schools to apply to the Commissioner of Administrative Services for the PV panel project at the Wilbert Snow Elementary School; (2) the Common Council, City of the Middletown, authorizes the development of plans and specifications for the PV panel project at the Wilbert Snow Elementary School; and (3) the Common Council, City of the Middletown, hereby names its Building Committee charge of the PV panel project at the Wilbert Snow Elementary School.**

APPROVED

RESOLUTION NO. 16-22; K: review/ resolution/ BOE Snow School PV panels RES 16-22- 7 Feb 2022

WHEREAS, the Common Council, City of the Middletown, County of Middlesex, Connecticut, does hereby find as follows:

WHEREAS, the Board of Education wants to add photovoltaic ("PV") panels to the roof at Wilbert Snow Elementary School; and

WHEREAS, the Common Council, City of the Middletown, authorizes the Acting Superintendent of Middletown Public Schools to apply to the Commissioner of Administrative Services for the PV panel project at the Wilbert Snow Elementary School; and

WHEREAS, the Common Council, City of the Middletown, authorizes the development of plans and specifications for the PV panel project at the Wilbert Snow Elementary School; and

WHEREAS, the Common Council, City of the Middletown, hereby names its Building Committee to oversee the addition of PV panels at Wilbert Snow Elementary School and authorizes the Building Committee charge of the PV panel project at the Wilbert Snow Elementary School;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN:

(1) that the Common Council, City of the Middletown, authorizes the Acting Superintendent of Middletown Public Schools to apply to the Commissioner of Administrative Services for the PV panel project at the Wilbert Snow Elementary School.

(2) that the Common Council, City of the Middletown, authorizes the development of plans and specifications for the PV panel project at the Wilbert Snow Elementary School.

(3) that the Common Council, City of the Middletown, hereby names its Building Committee charge of the PV panel project at the Wilbert Snow Elementary School.

Fiscal Impact: The impact to the City is \$69,338. The Department of Administrative Services grant reimbursement rate is 66.43%. The total cost of the project is \$206,549. The matching funds will come from the 2021-2022 City of Middletown capital budget.

Councilman Anthony Gennaro, Sr. reads the resolution and moves to approve. Councilwoman Jeanette Blackwell seconds the motion.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved.

- I. Approving that the Common Council will work with the Human Relations Commission and the Permanent Task Force on Anti-Racism and the community at large to explore options to ensure equity, inclusion, and justice in our community, including an ordinance that would formalize a mechanism for improved police accountability and oversight, public safety, and community policing; that the Common Council will designate the Public Safety Commission to serve as a liaison with, and partner to, the Human Relations Commission and the Permanent Task Force on Anti-Racism; and that these members will report back to the Common Council and will, along with the Human Relations Commission and the Permanent Task-Force on Anti-Racism, recommend action steps for the Common Council to take, including a proposed ordinance.**

**J.
APPROVED, AS AMENDED**

RESOLUTION NO. 17-22; K: review / resolution/ GC Civilian Review Bd RES 17-22 – 7 Feb 2022

WHEREAS, the Common Council established the Permanent Task-Force on Anti-Racism through Article XX of the Code of Ordinances, adopted July 6, 2020; and

WHEREAS, under that ordinance, the Task Force's purpose is "to put into action efforts to combat racism in our community and our country...to supplement, not supplant, the work of the City's other agencies in fighting racism, [to] provide advice to the Mayor and the Council, [and to] consider various matters relating to racism, including...policing...and criminal justice;" and

WHEREAS, the state of Connecticut has enacted Public Act No. 20-1, An Act Concerning Police Accountability; and

WHEREAS, among other things, Public Act No. 20-1 allows the creation of a municipal civilian review board by any city or town through the passage of an ordinance to create such a board; and

WHEREAS, such boards may be granted subpoena power to compel individuals to sit for interviews and for the police department to relinquish pertinent documents; and

WHEREAS, the Task Force has been researching civilian review boards as well as other approaches to ensuring equity, inclusion, and justice in policing in our community; and

WHEREAS, this research will result in the recommendation of an ordinance that would formalize a mechanism for additional police accountability and oversight; and

WHEREAS, the Common Council supports the Task Force in these efforts;

NOW, THEREFORE, BE IT RESOLVED that the Common Council will work with the Permanent Task Force on Anti-Racism, the Human Relations Commission, and the community at large to explore options to ensure equity, inclusion, and justice in our community, including an ordinance that would formalize a mechanism for improved police accountability and oversight, public safety, and community policing.

BE IT FURTHER RESOLVED that the Common Council will designate the Public Safety Commission and the Human Relations Commission to serve as a liaisons with, and partners to, the Permanent Task Force on Anti-Racism.

BE IT FINALLY RESOLVED that these members will report back to the Common Council and will, along with the Permanent Task-Force on Anti-Racism and Human Relations Commission, recommend action steps for the Common Council to take, including a proposed ordinance.

Councilman Edward McKeon reads the resolution and moves to approve. Councilman Eugene Nocera seconds the motion.

The Chair calls on Councilwoman Jeanette Blackwell to be followed by Councilman Anthony Gennaro, Sr.

Councilwoman Blackwell offers a friendly amendment. She moves that the Human Relations Commission be inserted into the body of this resolution. The Chair calls for a second. Councilman Eugene Nocera seconds the motion.

The Chair asks where in the text this text is to be inserted.

Councilwoman Blackwell states:

That the Common Council will work with the Human Relations Commission and the Permanent Task Force on Anti-Racism and the community at large to explore options to ensure equity, inclusion, and justice in our community, including an ordinance that would formalize a mechanism for improved police accountability and oversight, public safety, and community policing; that the Common Council will designate the Public Safety Commission to serve as a liaison with, and partner to, the Permanent Task Force on Anti-Racism; and that these members will report back to the Common Council and will, along the Permanent Task-Force on Anti-Racism, recommend action steps for the Common Council to take, including a proposed ordinance.

The Chair calls on the Council Clerk.

The Council Clerks asks for clarification as to where the language is being added in the resolution.

Councilman Faulkner reiterates, "In the resolution."

Councilwoman Blackwell states: *Approving that the Common Council will work with the Human Relations Commission and . . .*

Councilman Faulkner and Councilman Pessina both state: "In the resolution." The Council Clerk explains where in the resolution. Councilman Pessina asks where in the resolution document.

Councilwoman Blackwell states that she does not have that document open and is reading the subtext. It is pulled directly from the resolution at the section before the last, specifically she is looking at the agenda, not the full resolution.

Councilman Pessina states that they need to go under the last paragraph, stating: *Be it finally resolved that these members will report back to the Common Council and will, along with the Permanent Task-Force on Anti-Racism and Human Relations Commission, recommend action steps for the Common Council to take, including a proposed ordinance.*

The Council Clerk asks to confirm that the additional language is being added in two places: where it says that the Common Council will work with the Permanent Task Force on Anti-Racism and that the Common Council will work with the Public Safety Commission.

Councilwoman Blackwell replies, "Yes."

Councilman Pessina interjects, stating, ". . . and partner with the Human Relations Commission."

The Council Clerk thanks the Councilmembers, confirming that the "Human Relations Commission" will now be included in each of the three (3) paragraphs.

Councilwoman Blackwell replies, "Yes."

The Council Clerk thanks Councilwoman Blackwell.

Corporation Counsel Dan Ryan states that the Council needs to vote on the proposed amendment.

The Chair concurs, asking if there is any additional discussion on the proposed amendment.

There being no further discussion on the proposed amendment, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The amendment is approved.

The Chair calls for discussion in the underlying resolution, as amended and calls on Councilman Anthony Gennaro, Sr.

Councilman Gennaro thanks Councilwoman Blackwell for the amendment, he states that he serves on the Human Relations Commission. At the last meeting there were several concerns about the lack of communication and collaboration with the Task Force. It was brought up prior to this meeting that the Human Relations Commission had no prior knowledge of this resolution. They were just made aware of it that day. There was some concerns with the lack of information provided to the Commission. Councilman Gennaro appreciates that the Human Relations Commission is being added, but, all along, the Task Force, being a byproduct of the Human Relations Commission, there was concern doting the Commission meeting the lack of that information. All of these things that should have been discussed or added or removed should have been discussed. He states that he will not be supporting this resolution yet. He is a "no" tonight, adding that he looks forward to helping out with the Commission and with his colleagues when they know more about this, It is a serious issue to hi to do this in the right way. They have heard members of the public share their concerns about it, some of the ideas out there. A lot of these ideas have not been heard. It is a concern. We need to hear opinions both for and against. The people out there are doing so in that small group (task force) and it has not expanded, as it should have, He looks forward to being a part of this and looks forward to working collaboratively in the future.

The Chair calls on Councilman Eugene Nocera.

Councilman Nocera thanks Councilwoman Blackwell for adding that language. It was always his desire to see that language inserted in this resolution. In his reading and Councilman Gennaro's comments in support, his reading of the Police Accountability Act, which he has read carefully over the past few days, it clearly points to a direction of accountability in law enforcement calls for a collaborative pores with the police, the unions, the City government and commissions, and the community at large. If we are going to do this right, these elements needs to be included in the process. He enthusiastically supports this resolution tonight, as amended.

The Chair calls on Councilman Edward McKeon.

Councilman McKeon states that he, too, will be supporting this resolution enthusiastically. To understand it correctly, this is a resolution that doesn't establish a civilian review board, but which creates a process by which we will examine what ought to be in a civilian review board and what out not to be. It invites the general public and all parties to comment. They will be working hard to make sure that such a process takes place. To vote for it, is to vote for the process of doing this correctly. He cannot imagine why one would not want to vote for a process that is inclusive and takes into account all parties in the City. He does not think that anyone is excluded. He enthusiastically will vote in favor.

The Chair calls on Councilwoman Jeanette Blackwell, noting that her hand is raised.

Councilwoman Blackwell states that she believes that the hand raise signal went up after Councilman Ford, so she will wait her turn.

The Chair calls on Councilman Edward Ford, Jr, followed by Councilwoman Jeanette Blackwell, Councilman Philip Pessina, and there are lots more looking to speak.

Councilman Edward Ford, Jr. states that he appreciates the amendment. After speaking with other members of the Human Relations Commission, adding that he has been member for 5 years, he believes that this Commission should have had the opportunity to give their input on this before this resolution came to the Council tonight. He supports the concept, adding that they need to establish this for police accountability and, in doing, so, we need to do our due diligence. He believes that the process needs to be more thorough and, passing this resolution in this form, is not prudent not yet having input from key stakeholders and other key groups that are identified in the community. We need to find those groups and be sure that we are specific w, who those groups are, as Mr. Roane alluded to earlier in the meeting. For these reasons, while he is supportive of this concept, he believes that it needs to be done right and for that reason he will abstain tonight.

The Chair calls on Councilwoman Jeanette Blackwell.

Councilwoman Blackwell states that she can appreciate that they are deliberating on process and about some language. For that reason, it was important to her to include in the amendment the importance of adding the Human Relations Commission. She thinks that this squarely aligns with the mission of that commission. This resolution, for some, is certainly symbolic in nature, but boils down to two (2) things for her. Does she support the expiration of what it would take to stand up a CRB (civilian review board) in this community? The answer is "Yes." Does she support that the process should be collaborative to ensure that there are multiple parties at the table, exploring this process. The answer is "Yes." She will be supporting this resolution this evening.

The Chair calls on Councilman Philip Pessina followed by Councilman Darnell Ford and Councilman Vincent Loffredo.

Councilman Pessina states that, in reviewing the wording of this resolution, he was glad to hear Councilwoman Blackwell add the Human Relations Commission. This commission has been long standing in the community. They have the knowledge, the expertise, in all the work they have done to make positive gains in the community, which is important. He will be supporting this. As he looks at this resolution, as Councilman McKeon alluded to, this is just opening the door to have accountability, an advisory session with in the community. That is the scope: advisory and accountability to be within the Act concerning police accountability. It is the open door. If we don't open the door, then just jumping in to it, then we are not doing the community a service. We are not doing the police officers due service for the respect that they require, and/or the black and brown diversity communities that we have in the City and are lucky to have, The only question he has, adding that they mentioned the Human Relations Commission, we mention the Mayor's Task Force, it is his deepest hope that when we pass this tonight, and when we start to process that our brother and sister police officers, the Chief, the Deputy Chief – you heard them both -- they are in support of this. Our police officers are in support. Why? Because they want to be better, even better professionally. They cannot do that until they understand and look into themselves how we can do our job better to serve the public. What is a better way than to open this door, respectful to all opinions, and start this process moving in a methodical, caring way? When we arrive at an ordinance to establish this, that we do it right and everyone has a say from the beginning. He knows that Councilman (Darnell) Ford, who is the Chair of the Public Safety Commission, is up to the challenge. We, as members of the Public Safety Commission, are up to the challenge to work together collaboratively in a way that the officers are respected and the community member, so we all grow together to make a quality of life in the City the best that we can be. He is supporting this resolution tonight and looks forward to working hard with the community and police officers because he knows that they wear their hearts over their badges. They falter at times, but when we look at the police departments across the country and we look at ours, we are lucky to have the men and women in blue working hard and willing to take this step forward so we can do this work collaboratively and in a way to improve the quality of life for all. This is his statement and he is supporting this resolution.

The Chair calls on Councilman Darnell Ford followed by Councilman Vincent Loffredo.

Councilman Darnell Ford yields to Councilman Vincent Loffredo.

The Chair calls on Councilman Vincent Loffredo.

Councilman Loffredo states that he supports the resolution, but there are elements that need to be addressed as they act on it this evening and move it forward. He does not know if they have the time this evening to address all of these elements. It is his understanding, in reading the resolution, that the leadership for this resolution is vested with the Public Safety Commission he asks if that is correct. He asks who will lead this: is it the Public Safety Commission? Can someone answer this question?

The Chair states that he will allow the authors, the sponsor, to get to that. He thinks that the role prescribed for the Public Safety Commission is to ensure that there is active communication between the legislative body and the advisory bodies. He thinks that, in terms of the leadership structure, he does not believe that the resolution described that. That would be something that would be determined as the legislative and executive branches working together as well as the advisory bodies.

Councilman Loffredo replies that will be announced. Thank you. He has a couple of other questions. In terms of staffing, this is a very comprehensive and significant responsibility. We need to be sure that that we are providing this group of folks, including the development and forming of an ordinance, back to the Council and keeping the record. How will that be provided?

The Chair states that he does not want to speak out of turn he asks Councilman Darnell Ford to address this.

Councilman Darnell Ford replies that this has been addressed. He states that Cayla Jones is now on staff with the Human Resources, who will be assisting the Task Force.

Councilman Loffredo asks if she will be the secretary or appropriate term,

Councilman Darnell Ford replies, "Yes," adding that she will assist the Task Force, which she is currently doing right now.

Councilman Loffredo asks if she is a current member of the City's workforce.

Councilman Darnell Ford replies, "Yes, she is."

Councilman Loffredo asks what department she is from.

The Chair replies, Human Resources (Division) with OCG (Office of the General Counsel).

Councilman Loffredo asks if the Council will receive periodic reports and, if so, how often. At every Council meeting? He asks if this is something that they should monitor closely; therefore, there would be some recognition of what is happening, where things are, noting that it doesn't have to be monthly or quarterly or every other month. He is looking forward to having that publicized or noticed in some fashion. The Council, at the end of the day, needs to be apprised of as we are in other matters. This is a very important matter in the community. If that is yet to be determined, he is fine with that, adding that he just wanted to raise it.

Councilman Darnell Ford states that the Anti-racism Task Force is required to report back to the Common Council quarterly. It would typically have been this month, but, since it is newly formed, its last report was in November last year (2021). They are holding off to give an actual report in the March meeting, which we will be discussing this month as to what that report will entail.

Councilman Loffredo states that his last question, which has been debated informally, is the timeline on or about the time we anticipate that we will move forward with an ordinance, we will not move forward with an ordinance. What is a reasonable time line, at least initially? He hopes that the Council will have one rather than deliberate *ad nauseum*. That is not the intent. We hope that matter can be addressed one way or the other. He is hoping, if not this evening, that in the near future with the goal being that "on or before" we have something to act on or not or say we are not acting on a civilian review board. It has to come up one way or another. He asks if anyone can address this issue.

Councilman Darnell Ford replies that he can. That is what is important and why it is important that this resolution move forward. He thanks everyone, who is supporting this resolution: the Anti-Racism Task Force, Human Resources, and the Public Safety Commission. If we want this to move in a timely manner, it will need everyone's involvement and everyone's support at every aspect. We have talked about this at the Public Safety Commission, the Anti-Racism Task Force, in caucuses, and outside of meetings. It will take everyone's support. Under no circumstances does this resolution indicate that anyone will be removed or not recognized in the process, which is why he fully supports it. The Task Force, the Public Safety Commission, and all involved parties will need Council support, support from everyone at every angle. This started from Charter Revision so we have a very good indication as to where Middletown citizens want to be with this. It will be the Task Force's work, which is why they have not come out with just any old recommendation, to go back and research that some more and determine exactly what that means now. The last report we had was the NCCJ report, which came out of the Human Relations Department, which they will also go back and do more research to find out what is needed here in Middletown. As Chair of the Anti-Racism Task Force, and the Public Safety Commission, he is looking for, and has always said that they are looking for, help. Join the meeting. You will hear these discussions. You may not get all of the reports, but, if you are there, give input and encourage people to come and give input as to what they should be doing next and how they can expedite the process and match what Middletown is looking for.

Councilman Loffredo states that, to address his exact question, addressing the Chair, is there a goal to have a report back – one way or the other – to the Council? Is it 6 months, a year, two (2) years from now? How long will they be deliberating and holding themselves accountable to address this

issue one way or another. He asks if they have any sense of where that might come from. If it is too early to decide, then so be it.

Councilman Darnell Ford replies that he thinks that the Anti-Racism Task Force will be able to give a better recommendation on the timeline. They will the time line in next month's report.

Councilman Loffredo thanks the Chair for being able to ask these questions and the responses.

The Chair calls on Council Clerk.,

The Council Clerk states that, when Councilman Loffredo read some language from the resolution, the Clerk has different language for the amendment. For the permanent record, the Clerk needs to be sure that she has recorded the amendment correctly. The Clerk reads: *the Common Council will designate the Public Safety Commission and the Human Relations Commission to serve as a liaisons with, and partners to, the Permanent Task Force on Anti-Racism.* The Clerk asks if this language is correct.

Councilman Loffredo confirms that the language for the amendment is correct. The Council Clerk thanks Councilman Loffredo.

The Chair calls on Councilwoman Linda Salafia followed by Councilwoman Jeanette Blackwell.

Councilwoman Linda Salafia states that she has a problem supporting the resolution, as written. After all of the questions that Councilman Loffredo brought up, there are a lot of details not in this resolution. Councilwoman Salafia states that she must have missed this discussion at the Public Safety Commission, discussion of the resolution and wording of the resolution. She knows that she would not have approved it. There are too many questions, too many loose ends, in this resolution to allow her to vote for it tonight. It states "they will work with the Permanent task Force." She asks, "How?" How will they work with the Task Force? How will the Public Safety Commission serve as the liaison? What does that mean? And now with Human Relations Commission added, what does that mean. She adds that this resolution did not go to the General Counsel Commission. She asks what committees reviewed the language of this resolution, adding that, as far as she knows, it did not go to any committees. She asks if the Task Force approved the language of this resolution, as written. It needs to be vetted and all of the questions that have been raised as to how this will be done, the time frame, and members of the public want to know who will be consulted. All of these things need to be determined before you do a resolution. It actually state it will formalize a mechanism to improve police accountability and oversight, public safety and community policing. This means that there is already a pre-determined outcome. This resolution is setting up a civilian review bard, as worded. It is not written to see if one is needed, what the public thinks. There are too many (*inaudible*). Councilwoman Salafia states that she cannot support the wording, as presented tonight. If it had gone through review with all of the questions and timelines, the details ironed out, it would be a different story, but not the way it is offered tonight.

The Chair calls on Councilwoman Jeanette Blackwell.

Councilwoman Jeanette Blackwell states that, going back to why she made the friendly amendment. She agrees that, in terms of operationalizing this resolution, there is more details to be had. That can occur outside of this meeting. What she believes is important to say is that the process needs to be collaborative. For her, as it is standing now, is making sure that when we talk about who is taking the lead and having reports just really making sure that, as we are operationalizing this , and talking about timeframes and who is going to be engaged, that process if collaborative and not one entity, but a collaborative process.

The Chair calls on Councilman Grady Faulkner, Jr.

Councilman Grady Faulkner, Jr, states that he was happy to hear the changes tonight because, his original thought was that e Task Force was going to give updates every couple of months in the same way that Mayor does. He thought about what the Task Force is doing with its plate, its full plate of things to do. He was looking for that they should use other organizations to help with this otherwise it will have a very narrow view, a very narrow input. I was clear to him that they needed someone to work them to do that. A civilian review board is not just about these civilians or those civilians; rather, it is about all civilians in this City. He is happy to see this and the Task Force should come to the Council when I finds itself in this position and it finds something specific that comes up and a decision is needed as to what things should be left alone and which things should have channeled focus. This was his concern when he first saw this. The way he looks at this is that the Task Force was looking for input and support as to how to approach this in a more equitable way in terms of a diverse way, to get more voices to the table., he will be supporting this resolution.

There being no further discussion, and noting that it will not be a unanimous vote. The Chair calls for a roll vote:

Councilwoman Blackwell	Aye
Councilman Pessina	Aye
Councilwoman Salafia	Nay
Councilman Loffredo	Aye

Councilman Mangiafico	Aye
Councilman D Ford	Aye
Councilman E. Ford	Abstain
Councilman McKeon	Aye
Councilman Nocera	Aye
Councilman Faulkner	Aye
Councilwoman Carta	Abstain
Councilman Gennaro	Nay

The motion is approved by a vote of 8 to 2 with 2 abstentions (AYE: Councilmembers Blackwell, Faulkner, D. Ford, Loffredo, Mangiafico, McKeon, Nocera, and Pessina; NAY: Councilmembers Gennaro and Salafia; ABSTAIN: Councilmembers Carta and E. Ford.) The matter, as amended, is approved.

The Chair notes that a lot of questions have been raised. The intention now is to put together some of those answers. The more readily available answers we will be working on. Thank you.

K. Approving that the Mayor is hereby authorized to sign all documents necessary to implement the lease with EDRIVEUS, LLC for leasing space as follows, subject to review and approval by the Office of General Counsel as to form and content:

APPROVED
RESOLUTION 18-22; K: review/ resolution/ ECD EDRIVEUS lease RES 18-22 – 7 Feb 2022

WHEREAS, EDRIVEUS, LLC (“the Company”) is looking to lease space for office space and kitchen space for an Electric Vehicle Charging Station company and prepare Latin American food at the City-owned building, the R. M. Keating Historical Enterprise Park, 180 Johnson Street (“Keating Park”); and,

WHEREAS, the Company is looking to lease 1,200 rentable square feet on the first floor in the Building B section of Keating Park; and,

WHEREAS, the Company would pay monthly rent according to the chart below under the term of agreement for five (5) years, with options for up to two (2) additional 5 year terms.

WHEREAS, at the January 24, 2022 Meeting of the Economic Development Committee, the members present agreed to move forward to the Common Council a proposed lease at Keating Park to; and,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: The Mayor is hereby authorized to sign all documents necessary to implement the lease with EDRIVEUS, LLC for leasing space as follows, subject to review and approval by the Office of General Counsel as to form and content:

LEASE YEAR	ANNUAL TOTAL	MONTHLY TOTAL
Year 1	\$ 7,200.00	\$ 600.00
Year 2	\$ 7,416.00	\$ 618.00
Year 3	\$ 7,638.48	\$ 636.54
Year 4	\$ 7,867.63	\$ 655.64
Year 5	\$ 8,103.66	\$ 675.31

FINANCIAL IMPACT – The lease will generate a minimum of \$38,224 over the term of the lease.

LEASE AGREEMENT
BETWEEN
THE CITY OF MIDDLETOWN
AND

THIS LEASE AGREEMENT made as of the ____ day of _____, 202____, by and between the City of Middletown, with its offices located at 245 DeKoven Drive, P. O. Box 1300, Middletown, Connecticut 06457, hereinafter referred to as the LANDLORD, and EDRIVEUS, LLC with its offices located at 180 Johnson Street, Middletown, Connecticut, 06457, hereinafter referred to as the TENANT.

WITNESS:

ARTICLE I
Basic Data: Definitions

Section 1.1
The following sets forth basic data, hereinafter referred to in this Lease, and, where appropriate, constitute definitions of the terms hereinafter listed.

TENANT: EDRIVEUS, LLC

- (a) Present Mailing Address of TENANT: 180 Johnson Street, Middletown, CT 06457.
- (b) The Demised Premises: The Demised Premises contains 1,200 rentable square feet in the following locations:

First Floor: Building B-1,200 sqft

(c) Lease Term: 5 year term. Upon the written request of the TENANT, at least sixty (60) days prior to the expiration of the Term, the LANDLORD, in its sole and absolute discretion, may extend this Lease Agreement for two additional five (5) year terms, provided that the TENANT is not in default of this Lease Agreement, or is not otherwise in default of any taxes or assessment charges due to the City of Middletown. The Rental Rate set forth below in this Section shall be renegotiated and agreed upon in writing by the Parties before the commencement of the additional terms.

(d) Commencement Date: October 1, 2021.

(e) Rental Rate: Rent shall be based on the amount of leased square feet of rentable space, as set forth more particularly in the attached **Exhibit B**, and shall be due on the first day of each month subject to a ten (10) day grace period. The TENANT shall be obligated to pay rent in accordance with the following schedule:

LEASE YEAR	ANNUAL TOTAL	MONTHLY TOTAL
Year 1	\$ 7,200.00	\$ 600.00
Year 2	\$ 7,416.00	\$ 618.00
Year 3	\$ 7,638.48	\$ 636.54
Year 4	\$ 7,867.63	\$ 655.64
Year 5	\$ 8,103.66	\$ 675.31

(f) Use: Office/retail for electric vehicle charger company and a prep kitchen for south American food products.

(g) Operating Expenses: Building operating expenses are included in the rental rates with the exception of all utilities including, but not limited to natural gas, steam, water, electricity charges, heating, cooling, and the like (herein "Utilities"). For those spaces whereby the Utilities are not sub-metered, the LANDLORD has the right to sub-meter any and all Utilities or the LANDLORD shall be able to estimate utilities bases off of use of the space, in the LANDLORD's sole and absolute discretion. If the LANDLORD sub-meters Utilities, it shall provide TENANT thirty (30) days-notice before requiring the TENANT to assume responsibility for said charges.


(h) Advanced Rent/Security Deposit: Not Applicable (Existing Business).

(i) In-Kind Rent: ONLY IF APPLICABLE

(j) Landlord Improvements: ONLY IF APPLICABLE

(k) Subletting: TENANT will not sublet the Lease in whole or in part without the written consent of the LANDLORD. If the TENANT sublets without the consent of the LANDLORD, the LANDLORD shall have the unilateral discretion to terminate the lease upon thirty (30) days' notice. No subletting shall in any way impair the continuing primary liability of TENANT hereunder, and no consent, if any is given, to any sublet in a particular instance, shall be deemed to be a waiver of LANDLORD'S rights to prevent any assignment as provided herein. TENANT shall be required to sublet at fair market rental value and LANDLORD shall be entitled to receive any excess rentals or other charges payable by the subtenant over the amounts being paid by the TENANT to LANDLORD, and such sum shall be payable by TENANT as additional rent to LANDLORD on the first of each month, together with TENANT'S monthly rent.

(l) Parking: The LANDLORD shall designate in writing the number of spaces and location of where TENANT and its employees may park. Long-term parking of vehicles, registered or unregistered, shall require written permission of the LANDLORD. Long-term parking is defined as a period of 30 days or more.

(m) Capped Remediation Area: Capped Remediation Area: The Tenant is specifically prohibited from placing heavy, static loads on the area highlighted in the attached **Exhibit E** as  or from using the area for anything other than a parking lot for passenger vehicles for itself, visitors, and guests. The TENANT further guarantees that no activity shall result in the damage to the geo-membrane or related cap infrastructure. To the extent that Tenant violates this agreement and uses the aforementioned area for anything other than parking for passenger vehicles, Tenant agrees that it shall be fully responsible for repairing the cap and the lot as required by the City. In addition, Tenant shall defend, indemnify, and save harmless, the City, its officers, agents, servants, and employees from and against any and all claims, liabilities, losses, damages, attorneys' fees, and settlement expenses arising from property damage to the cap or parking lot as a result of the Tenant's misuse of the parking lot as described herein.

ARTICLE II
Premises

Section 2.1 – Description of Premises

LANDLORD hereby Leases to TENANT and TENANT hereby Leases from LANDLORD, upon and subject to the terms and provisions of this Lease, the premises, hereinafter referred to as the Demised Premises and storage area, if applicable, as defined in Section 1.1 (c) herein and shown on **Exhibit A** and **Exhibit B**, which has been attached hereto and incorporated herein.

Section 2.2 – LANDLORD'S Reservations

Excepting and reserving to the LANDLORD the roof and exterior walls of the building of which the Demised Premises are a part; and further reserving to the LANDLORD the right to place in the Demised Premises, in such manner as to reduce to a minimum the interference with the TENANT'S use of the Demised Premises, utility lines, pipes and the like, to serve premises other than the Demised Premises, and to replace and maintain and repair such utility lines, pipes and the like in, over and upon the Demised Premises as may have been installed in said building. The LANDLORD shall have free and immediate access to the infrastructure cited in Section 2.1 at all times.

ARTICLE III
Operating Expenses/ Utilities and TENANT'S Contribution

Section 3.1 – Operating Costs
Included in Gross Rent

Section 3.2 – Responsibility for Utilities

The LANDLORD, in its sole and absolute discretion, may sub-meter any Utilities at the Demised Premises, and charge the TENANT for said use at the LANDLORD'S cost. The TENANT shall pay for all the Utility charges associated with the use of the Demised Premises. Please note that open-flame heaters are prohibited.

ARTICLE IV
Use of Premises

Section 4.1 – Permitted Use

It is understood, and the TENANT so agrees, that the Demised Premises and storage area, if applicable, during the Term of this Lease Agreement and any authorized extensions of the Lease shall be used and occupied by the TENANT only for the purposes specified as the use thereof in Section 1.1(g) of this Lease Agreement and for no other purpose or purposes.

Section 4.2 – TENANT'S Alterations and Improvements

The TENANT shall not make any alterations, improvements and/or additions to the Demised Premises without first obtaining, in each instance, the prior written consent of the LANDLORD. LANDLORD agrees in advance to all alterations requested by TENANT to renovate and improve the facility as set forth in the attached document, **Exhibit C**. Also set forth in **Exhibit C** is whether such improvements will need to be removed when this Lease Agreement is terminated. TENANT shall also obtain a building permit(s) and any other applicable construction permits necessary to legally accomplish said alterations, improvements, and/or additions.

By executing this LEASE, TENANT covenants that it has sufficient funds on hand, and has provided proof of said funds to the LANDLORD, to undertake TENANT alterations as displayed in **Exhibit C**. Failure to complete TENANT alterations as displayed in **Exhibit C**, within one year of execution of this lease agreement shall be a default of said LEASE and LANDLORD shall have all remedies as detailed in Section 8.4 of this LEASE.

Section 4.3 – Operational Covenants

The TENANT further agrees to conform to all of the following provisions during the entire Term of this Lease Agreement:

- (a) The TENANT shall always conduct its operations in the Demised Premises under its present trade name unless the LANDLORD shall otherwise consent in writing;
- (b) No auction, fire or bankruptcy sales may be conducted within the Demised Premises without the prior written consent of the LANDLORD. The TENANT'S request for permission must be made at least 30 days in advance of when any such sale occurs;
- (c) The TENANT shall not use the areas adjacent to the Demised Premises for business purposes including but not limited to the distribution of handbills or advertising of any type without the prior written consent of the LANDLORD.
- (d) The TENANT shall not utilize, for any purpose, spaces other than what are allotted as part of this LEASE without written permission from the LANDLORD.
- (e) TENANT hereby agrees to maintain the Demised Premises and operations within in accordance with all State and City of Middletown Health Codes, Building Codes and City Ordinances.
- (f) The TENANT shall receive goods, in such areas, as may be designated by the LANDLORD. All trash, refuse and the like shall be kept in such areas as designated by the LANDLORD and must comply with all appropriate health and building code regulations and rules.
- (g) The TENANT shall not perform any act or carry on any practice which may injure the Demised Premises or any other part of the LANDLORD'S Premises of which the Demised Premises are a part or cause anything beyond reasonable odor or loud noise associated with the uses listed in 1.1(g) or constitute a nuisance or menace to any other occupants or other persons in the Premises, and in no event shall any noises or offensive odors be emitted from the Demised Premises.
- (h) TENANT shall disclose all toxic or hazardous substances used and/or stored within the Demised Premises. TENANT shall provide landlord with the Material Safety Data Sheet (MSDS) as well as a written description of why the material is used and/or stored within the Demised Premises and how the material shall be housed. All hazardous and toxic chemicals MUST be kept in an appropriate storage locker/cabinet and current MSDS shall be maintained on-site by the TENANT at all times. Any spills or releases of hazardous or toxic substances must be reported to the LANDLORD immediately. The LANDLORD reserves the right to terminate the LEASE if it is determined by the LANDLORD that the TENANT is engaged in the misuse, improper storage, or unsafe handling of hazardous or toxic substances within the Demised Premises. The TENANT will indemnify, defend, and save harmless the LANDLORD from any environmental claims, damages, or injury cases arising from the TENANT'S use, storage, or maintenance of hazardous materials in the Demised Premises.
- (i) TENANT agrees to maintain the Demised Premises in a condition suitable and safe for employees in accordance with OSHA standards. The Demised Premises shall remain free of mold or other environmental hazards. The LANDLORD shall be notified immediately about the intrusion of water, mold, or airborne pollutants.
- (j) The TENANT agrees that its employees and others connected with the TENANT'S operations at the Demised Premises will abide by all of the reasonable rules and regulations from time to time established by the LANDLORD.
- (k) The TENANT is responsible for contracting for janitorial services unless otherwise set forth herein.

ARTICLE V
Maintenance

Section 5.1 – TENANT Repair Obligations

Except as specifically provided herein, the TENANT agrees that from and after the date that the possession of the Demised Premises is delivered to the TENANT and continuously throughout the Lease Term, the TENANT will keep neat and clean and maintain in good order, condition and repair, the Demised Premises and every part thereof. The TENANT further agrees that the Demised Premises shall be kept in a clean, sanitary and safe condition and shall in all respects comply with the laws of the State and the ordinances of the City of Middletown and in accordance with all directions, rules and regulations of the Health Officer, Fire Marshal, Building Inspector and all other proper officers of the governmental agencies having jurisdiction over the Demised Premises.

Section 5.2 – LANDLORD Repair Obligations

The LANDLORD agrees to keep in good order, condition and repair foundations and structural portions of the Demised Premises including roof, walls, elevators, exterior glass and glass windows and exterior doors irrespective of which party installed the same. The LANDLORD shall not be responsible to make any other improvements or repairs upon the Demised Premises except as specifically detailed in this Lease Agreement.

ARTICLE VI Indemnification

Section 6.1 – Indemnification

The TENANT shall at all times during the Term of this Lease Agreement, from and after the date possession of the Demised Premises is delivered to the TENANT, hold the LANDLORD, its officers, agents, servants and employees harmless and indemnified against any and all loss, damage, cost, expense or liability arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the TENANT's LEASE or use of the Demised Premises or by reason of any act or thing done or omitted to be done in, upon or about the Leased Premises or any part thereof, unless such loss, damage, cost, expense or liability shall be caused by the negligence of the LANDLORD. The TENANT shall hold the LANDLORD, its officers, agents, servants and employees harmless, indemnified, and free and clear of any and all claims, demands, penalties, liabilities, judgments, costs and expenses, including but not limited to reasonable attorney's fees, arising in connection with the use of the site, Demised Premises, by the TENANT or its employees, agents, guests, visitors, or invitees. For the purposes of this Section, the Demised Premises shall include the service areas adjoining the same and any sidewalk adjacent to the Demised Premises. This indemnification shall survive the termination of this Lease Agreement and shall include indemnity against all costs, expenses and liabilities incurred in connection with any claim or proceeding and the defense thereof, including but not limited to reasonable attorney's fees and court costs.

Section 6.2 – TENANT'S Improvements

The TENANT agrees to use and occupy the Demised Premises and to use such other portions of the Premises as it is herein given the right to use at its own risk. Any work performed by the TENANT shall require building permits from the City of Middletown Building Department. The LANDLORD shall have no responsibility or liability for any loss or damage to the TENANT'S Leasehold improvements or to fixtures or any other personal property of the TENANT or those claiming by, through or under the TENANT. The provisions of this Section shall apply during the entire Lease Term and during any earlier period that the LANDLORD has given prior written permission to the TENANT to enter the Demised Premises.

Section 6.3 – Loss or Damage

Except for claims arising from the LANDLORD's willful misconduct or negligence not covered by the insurances required of the TENANT hereunder, the TENANT waives all claims against the LANDLORD for injury or death to person, damage to property or to any other interest of the TENANT sustained by the TENANT or any party claiming through the TENANT, resulting from: (i) any occurrence in or upon the Demised Premises; (ii) leaking of roofs, bursting, stoppage or leaking of water, gas, sewer or steam pipes or equipment, including but not limited to sprinklers; (iii) wind, rain, snow, ice, flooding, freezing, fire, explosion, earthquake, excessive heat or cold or other casualty; (iv) the operating and mechanical systems or equipment of the Premises or of the Demised Premises being defective, out of repair or failing; and (v) vandalism, malicious mischief, theft or other acts or omissions of any other parties including but not limited to other tenants, contractors and invitees at the Premises. The TENANT agrees that his property loss risks shall be borne by his insurance and the TENANT agrees to look solely to and seek recovery only from his insurance carriers in the event of such losses. The TENANT agrees to waive any and all of its rights to subrogate against the LANDLORD and/or its insurer for any loss, damages or liability resulting in, on, under or around the Demised Premises.

ARTICLE VII LANDLORD'S Access to Premises

Section 7.1 – Right of Entry

The LANDLORD and its designees shall have the right to enter upon the Demised Premises (a) at any time in the case of an emergency; (b) at all reasonable hours for the purpose of inspecting; or (c) when making non-emergency repairs at a mutual reasonable time while taking care to not harm the operations or assets of the TENANT. If repairs are required to be made by the TENANT pursuant to the terms of this Lease Agreement or if the TENANT is required to perform any other obligation under this Lease Agreement, the LANDLORD may demand that the TENANT make such repairs or perform such obligation forthwith. If the TENANT refuses or neglects to commence such repairs or perform and complete the same with reasonable dispatch, after such demand, the LANDLORD may, but is not required so to do, make or cause such repairs or performance to be done and shall not be responsible to the TENANT for any loss and/or damage that may accrue as a result thereof. If the LANDLORD makes or causes such repairs or performance to be done, or endeavors so to do, the TENANT agrees that it will forthwith, on demand, pay to the LANDLORD the cost thus incurred, and if the TENANT shall be in default of such payment, then the LANDLORD shall have its remedies provided herein.

ARTICLE VIII
Miscellaneous Provisions

Section 8.1 – Insurance

TENANT shall, at its expense during the term hereof, maintain insurance for the Leased Premises in accordance with the requirements set forth in **Exhibit D** and deliver to LANDLORD without demand a Certificate of Insurance form showing said coverage.

TENANT further agrees, in the event of any loss, to waive all rights of subrogation against the LANDLORD.

In addition to the foregoing, LANDLORD requires TENANT, at its expense during the term hereof, to maintain adequate property insurance, including business income, to cover tenants own interests. In the event that the TENANT elects to not maintain such insurance, the TENANT understands and agrees that pursuant to Section 6.3 of this Agreement, the TENANT waives all claims against the LANDLORD that would otherwise have been covered by such insurance. TENANT further agrees, in the event of any loss, to waive all rights of subrogation against the LANDLORD.

Section 8.2 – Notices.

Notices to be given by one party to the other under this Lease shall be in writing, mailed or delivered as follows:

If to the LANDLORD:
City of Middletown

Attn: Director
Department of Economic and Community Development
245 DeKoven Drive
Middletown, CT 06457

If to the TENANT:
KILO COALITION
180 Johnson Street
Middletown, CT 06457

Mailed notice shall be sent by United States Certified or Registered Mail, postage prepaid. Such notices shall be deemed to have been given when mailed.

Section 8.3 – Condemnation

If all or any part of the Leased Premises is taken by eminent domain, this Lease shall expire on the date of such taking, and the rent shall be apportioned as of that date. No part of any such award shall belong to TENANT.

Section 8.4 – LANDLORD'S Rights upon Default

In the event of any material breach of this Lease by the TENANT, which shall not have been cured within THIRTY (30) DAYS, then the LANDLORD, besides other rights or remedies it may have under applicable law, shall have the immediate right of reentry and may remove all persons and property from the Leased Premises pursuant to the summary process laws of the State of Connecticut; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, the TENANT. If the LANDLORD elects to reenter as herein provided, or should it take possession pursuant to any notice provided for by law, it may either terminate this Lease or may, from time to time, without terminating this Lease, relet the Leased Premises or any part thereof, for such term or terms and at such rental or rentals and upon such other terms and conditions as the LANDLORD in LANDLORD's own discretion may deem advisable. Should rentals received from such reletting during any month be less than that agreed to be paid during the month by the TENANT hereunder, the TENANT shall pay such deficiency to the LANDLORD monthly. The TENANT shall also pay to the LANDLORD, as soon as ascertained, the cost and expenses incurred by the LANDLORD, including reasonable attorney's fees, relating to such reletting.

In addition to any material breaching any agreement or covenant set forth in this LEASE, the following shall constitute a default and subject the TENANT to termination of the LEASE:

- (a) Failure on the part of the TENANT to make payment of rent or any other monetary amount due under this LEASE within the prescribed time period.
- (b) With respect to a nonmonetary default under this LEASE, failure of the TENANT to cure the same within thirty (30) days after receiving written notice from the LANDLORD of said default.
- (c) The commencement of any of the following proceedings, with such proceeding not being dismissed within thirty (30) days after it has begun (i) the TENANT hereby created being taken on execution or by other process of law; (ii) the TENANT being judicially declared bankrupt or insolvent according to law; (iii) an assignment being made of the property of the TENANT for the benefit of creditors; (iv) a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer being appointed to take charge of all or any substantial part of the TENANT's property by a court of competent jurisdiction; or (v) a petition being filed for the reorganization of the TENANT under any provisions of the Bankruptcy Code or any federal or state law now or hereafter enacted.
- (d) The TENANT filing a petition for reorganization or for rearrangement under, or otherwise availing itself of any provisions of, the Bankruptcy Code or any federal or state law or hereafter enacted providing a plan or other means for a debtor to settle, satisfy, or extend the time for the payment of debts.
- (e) If the TENANT abandons or vacates the Demised Premises.

Section 8.5 – Quiet Enjoyment

The Landlord agrees that if the TENANT shall pay the rent as aforesaid and remain in compliance with the covenants and agreements herein contained on its part to be performed, the TENANT shall

peaceably hold and enjoy the said rented premises without hindrance or interruption by the Landlord or by any other person or persons acting under or through the Landlord.

Section 8.6 – Termination and Surrender upon Termination

(a) LANDLORD'S Rights to Terminate: If the LANDLORD deems that the TENANT'S conduct could have a negative effect on the reputation of the LANDLORD, has the right, in its sole discretion, to terminate this Lease Agreement immediately. The LANDLORD also shall have the right, in its sole discretion, to terminate this Lease Agreement without cause by giving thirty (30) days written notice to TENANT of such termination specifying the date of such termination.

(b) Surrender of the Demised Premises Upon Termination: At the end of the Lease term the, TENANT shall surrender the Lease property in as good condition as it was in at the beginning of the term, reasonable use and wear excepted, and it shall be vacated of all property owned or leased by the TENANT. If the TENANT fails to surrender the Lease property in appropriate condition as set forth herein, the LANDLORD shall have all rights and remedies available to it under applicable law, including charging said TENANT for any clean-up or rehab charges or keeping any upfront rent or security deposit to cover said costs.

Section 8.7 – Subordination

This Lease and the TENANT's Leasehold interest is and shall be subordinate, subject and inferior to any and all liens and encumbrances now and thereafter placed on the Leased Premises and all advances paid under such liens and encumbrances.

Section 8.8 – Holdover

No receipt of money by the LANDLORD from the TENANT after the termination of this Lease, the service of any notice, the commencement of any suit or final judgment for possession shall reinstate, continue or extend the term of this Lease or affect any such notice, demand, suit or judgment.

Section 8.9 – Waiver

No waiver of default of the TENANT shall be implied and no express waiver shall affect any default other than the default specified in such waiver and that only for the time and to the extent therein stated. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.

Section 8.10 – Exclusivity of Remedies

All rights and remedies of the LANDLORD and the TENANT under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed by law or statute.

Section 8.11 – Assignment, Provisions Binding

The TENANT shall not assign this Lease without the LANDLORD'S prior written consent, provided that the TENANT and the proposed assignee, including any owner, member, associate, or individual that is a member or officer of the TENANT and the proposed assignee are not delinquent in the payment of any and all taxes, assessments or any other charges levied lawfully against such person or entity by the City of Middletown or any other governmental entity. Any attempt to assign this Agreement in violation of this Section shall render such assignment null and void.

Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit, not only of the LANDLORD and of the TENANT, but also of their respective heirs, legal representatives, successors and permitted assigns, provided this clause shall not permit any assignment/subletting contrary to the provisions of Article 1 or this Section hereof.

Section 8.12 – Entire Agreement

All of the representations and obligations of the LANDLORD and the TENANT are contained herein and no modification, waiver or amendment of this Lease, or any of its conditions or provisions, shall be binding upon the LANDLORD and the TENANT unless in writing, signed by both the LANDLORD and the TENANT.

Section 8.13 – Installments of Rent

The receipt by the LANDLORD of any installment of the Gross Rent shall not be a waiver of any other rental payments then due or of any default of the TENANT hereunder.

Section 8.14 – No Brokerage

The TENANT warrants and represents that he has dealt with no broker in connection with the consummation of this Lease, and in the event of any brokerage claims against the LANDLORD predicated upon prior dealings with the TENANT named herein, the TENANT agrees to defend the same and indemnify the LANDLORD against any such claim.

Section 8.15 – Recording of Lease

At the request of either party, LANDLORD and TENANT shall execute a Notice of Lease in a form prescribed by Section 47-19 of the Connecticut General Statutes for the purpose of giving record notice of the appropriate provisions of this Lease.

Section 8.16 – Requirements of Law

The TENANT shall, at its own expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directions, rules and regulations of the federal, state and city governments and of all other governmental authorities having or claiming jurisdiction, directly or indirectly over the Demised Premises or appurtenances or any part thereof, including but not limited to, environmental rules, regulations and laws, and hazardous materials rules, regulations and laws.

Section 8.17 – Compliance with Law

The TENANT covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders, and regulations of all state, federal, municipal and local governments.

Section 8.18 – Payment of Taxes

The TENANT shall pay all taxes, if any, herein defined as all general and special taxes, whether ordinary or extraordinary, including existing and future assessments for roads, sewer, utilities, other local improvements, and other governmental charges which may be lawfully charged, assessed, or imposed upon all or any portion of the Demised Premises on both land and all improvements contained therein. Taxes may also be lawfully charged, assessed, or imposed on the Tenant for all fixtures and equipment of every type and also upon all personal property in the Demised Premises. The Tenant shall pay all license fees and other charges which may be imposed lawfully upon the business of the Tenant, which is conducted upon the Demised Premises. LANDLORD SHALL SEND TENANT A TAX BILL FOR THE PORTION OF SPACE IN WHICH THE TENANT IS IN ON A BIENNIAL BASIS. TAXES ARE NOT PART OF THE BASE RENT AS STATED IN ARTICLE 1.1, SECTION (F).

Section 8.19 – Governing Law; Interpretation

This LEASE will be governed and interpreted by the laws of the State of Connecticut, without regard to its conflict of law provisions. To the extent that any court action is permitted consistent with or to enforce any part of this LEASE, the Parties hereby consent to the exclusive jurisdiction of the state and federal courts of the State of Connecticut. Accordingly, with respect to any such court action, TENANT (a) submits to the personal jurisdiction of such courts; (b) consents to service of process; and (c) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction, venue or service of process. Should any provision of this LEASE be declared illegal or unenforceable by any court of competent jurisdiction and such provision cannot be modified to become legal and enforceable, excluding the general release language, such provision will immediately become null and void, leaving the remainder of this Agreement in full force and effect.

Section 8.20 – Waiver of Prejudgment Remedy Hearing and Notice

TENANT ACKNOWLEDGES THAT THIS IS A “COMMERCIAL TRANSACTION” AS SUCH TERM IS DEFINED IN CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, AS AMENDED. TENANT ACKNOWLEDGES THAT, PURSUANT TO SUCH SECTION, IT HAS A RIGHT TO NOTICE OF AND HEARING PRIOR TO THE ISSUANCE OF ANY “PREJUDGMENT REMEDY”. NOTWITHSTANDING THE FOREGOING, TENANT, BY EXECUTING THIS LEASE, HEREBY KNOWINGLY AND WILLINGLY WAIVES ALL RIGHTS TO SUCH NOTICE, JUDICIAL HEARING OR PRIOR COURT ORDER UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, AS AMENDED, OR AS OTHERWISE ALLOWED BY THE LAW OF ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH PAYEE OR ITS SUCCESSORS OR ASSIGNS DESIRE TO USE IN CONNECTION WITH ANY SUIT ON THIS CONTRACT, AND AUTHORIZES LANDLORD’S ATTORNEY TO ISSUE A WRIT FOR PREJUDGMENT REMEDY WITHOUT COURT ORDER, PROVIDED THE COMPLAINT SHALL SET FORTH A COPY OF THE WAIVER.

IN WITNESS WHEREOF, the parties have hereunto caused to be set their respective hands and seals on this _____ day of _____, 20____.

Signed, Sealed and Delivered in the Presence of:

LANDLORD, CITY OF MIDDLETOWN

By:
Its: _____, Duly Authorized

Date:

TENANT,

By:
Its: _____, Duly Authorized
Date:

EXHIBIT A

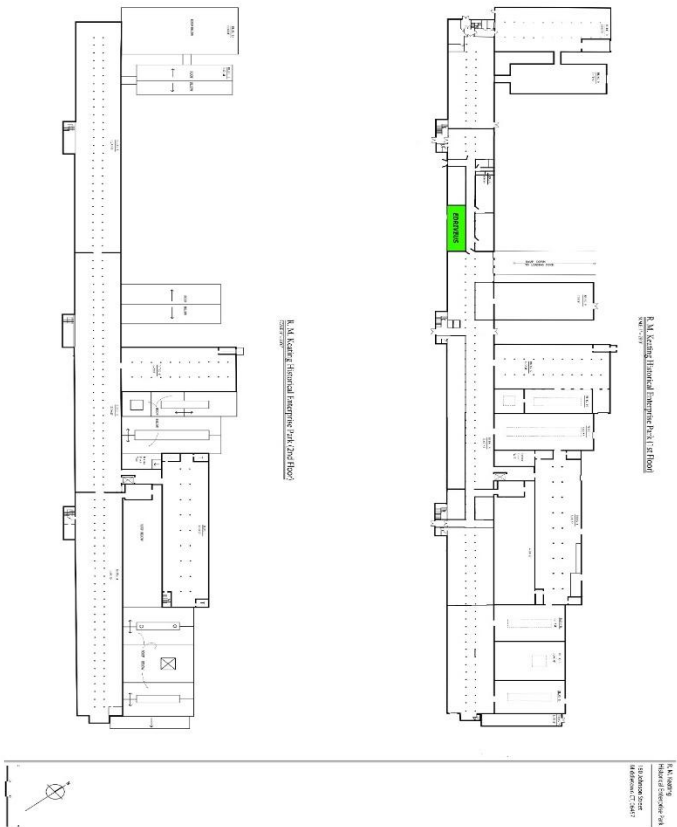


EXHIBIT B – Description of Rentable Space

TENANT will be utilizing 1,200 square feet of space on the first floor of building B. The tenant will have access to the space from the west entrances of the building.

EXHIBIT C – Tenant Alterations

Tenant will be responsible for outfitting the space and utilities and must give property owners plans prior to any work being started. All alterations must be permitted and inspected prior to use.

EXHIBIT D – Insurance Requirements

EXHIBIT E – Map of Parking Site



Councilwoman Jeanette Blackwell reads the resolution and moves to approve. Councilman Philip Pessina seconds the motion.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 11-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia; ABSENT: Councilman E. Ford.) The matter is approved.

- L. Approving that the Mayor is hereby authorized to sign all documents necessary to implement the lease with. Peter Oberc Photography and Film, for leasing space as follows, subject to review and approval by the Office of General Counsel as to form and content.
- APPROVED**
- RESOLUTION No. 19-22; K: REVIEW/ resolution/ ECD lease Oberc Photo RES 19-22 – 7 Feb 2022**

WHEREAS, Peter Oberc Photography and Film (“the Company”) is looking to lease space for its photography studio at the City-owned building, the R. M. Keating Historical Enterprise Park, 180 Johnson Street (“Keating Park”); and,

WHEREAS, the Company is looking to lease 1,000 rentable square feet on the first floor in the Building C section of Keating Park; and,

WHEREAS, the Company would pay monthly rent according to the chart below under the term of agreement for five (5) years, with an option to for up to two (2) additional 5 year terms.

WHEREAS, at the January 24, 2022 Meeting of the Economic Development Committee, the members present agreed to move forward to the Common Council a proposed lease at Keating Park to; and,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: The Mayor is hereby authorized to sign all documents necessary to implement the lease with. Peter Oberc Photography and Film, for leasing space as follows, subject to review and approval by the office of General Counsel as to form and content:

LEASE YEAR	ANNUAL TOTAL	MONTHLY TOTAL
Year 1	\$ 6,000.00	\$ 500.00
Year 2	\$ 6,180.00	\$ 515.00
Year 3	\$ 6,365.40	\$ 530.45
Year 4	\$ 6,556.36	\$ 546.36
Year 5	\$ 6,753.05	\$ 562.75

LEASE AGREEMENT
BETWEEN
THE CITY OF MIDDLETOWN
AND

THIS LEASE AGREEMENT made as of the ____ day of _____, 202____, by and between the City of Middletown, with its offices located at 245 DeKoven Drive, P. O. Box 1300, Middletown, Connecticut 06457, hereinafter referred to as the LANDLORD, and Peter Oberc photography and Film with its offices located at 180 Johnson Street, Middletown, Connecticut, 06457, hereinafter referred to as the TENANT.

WITNESS:

ARTICLE I
Basic Data; Definitions

Section 1.1

The following sets forth basic data, hereinafter referred to in this Lease, and, where appropriate, constitute definitions of the terms hereinafter listed.

TENANT: Peter Oberc Photography and Film

(n) Present Mailing Address of TENANT:
180 Johnson Street, Middletown, CT 06457.

(o) The Demised Premises: The Demised Premises contains 1,000 rentable square feet in the following locations:

First Floor: Building C-1,000 sqft

(p) Lease Term: 5 year term. Upon the written request of the TENANT, at least sixty (60) days prior to the expiration of the Term, the LANDLORD, in its sole and absolute discretion, may extend this Lease Agreement for two additional five (5) year terms, provided that the TENANT is not in default of this Lease Agreement, or is not otherwise in default of any taxes or assessment charges due to the City of Middletown. The Rental Rate set forth below in this Section shall be renegotiated and agreed upon in writing by the Parties before the commencement of the additional terms.

(q) Commencement Date:

(r) Rental Rate: Rent shall be based on the amount of leased square feet of rentable space, as set forth more particularly in the attached **Exhibit B**, and shall be due on the first day of each month subject to a ten (10) day grace period. The TENANT shall be obligated to pay rent in accordance with the following schedule:

LEASE YEAR	ANNUAL TOTAL	MONTHLY TOTAL
Year 1	\$ 6,000.00	\$ 500.00
Year 2	\$ 6,180.00	\$ 515.00
Year 3	\$ 6,365.40	\$ 530.45
Year 4	\$ 6,556.36	\$ 546.36
Year 5	\$ 6,753.05	\$ 562.75

(s) Use: Office for marketing and photography business

(t) Operating Expenses: Building operating expenses are included in the rental rates with the exception of all utilities including, but not limited to natural gas, steam, water, electricity charges, heating, cooling, and the like (herein "Utilities"). For those spaces whereby the Utilities are not sub-metered, the LANDLORD has the right to sub-meter any and all Utilities or the LANDLORD shall be able to estimate utilities bases off of use of the space, in the LANDLORD's sole and absolute discretion. If the LANDLORD sub-meters Utilities, it shall provide TENANT thirty (30) days-notice before requiring the TENANT to assume responsibility for said charges.


(u) Advanced Rent/Security Deposit: Not Applicable (Existing Business).

(v) In-Kind Rent: ONLY IF APPLICABLE

(w) Landlord Improvements: ONLY IF APPLICABLE

(x) Subletting: TENANT will not sublet the Lease in whole or in part without the written consent of the LANDLORD. If the TENANT sublets without the consent of the LANDLORD, the LANDLORD shall have the unilateral discretion to terminate the lease upon thirty (30) days' notice. No subletting shall in any way impair the continuing primary liability of TENANT hereunder, and no consent, if any is given, to any sublet in a particular instance, shall be deemed to be a waiver of LANDLORD'S rights to prevent any assignment as provided herein. TENANT shall be required to sublet at fair market rental value and LANDLORD shall be entitled to receive any excess rentals or other charges payable by the subtenant over the amounts being paid by the TENANT to LANDLORD, and such sum shall be payable by TENANT as additional rent to LANDLORD on the first of each month, together with TENANT'S monthly rent.

(y) Parking: The LANDLORD shall designate in writing the number of spaces and location of where TENANT and its employees may park. Long-term parking of vehicles, registered or unregistered, shall require written permission of the LANDLORD. Long-term parking is defined as a period of 30 days or more.

(z) Capped Remediation Area: Capped Remediation Area: The Tenant is specifically prohibited from placing heavy, static loads on the area highlighted in the attached **Exhibit E** as  or from using the area for anything other than a parking lot for passenger vehicles for itself, visitors, and guests. The TENANT further guarantees that no activity shall result in the damage to the geo-membrane or related cap infrastructure. To the extent that Tenant violates this agreement and uses the aforementioned area for anything other than parking for passenger vehicles, Tenant agrees that it shall be fully responsible for repairing the cap and the lot as required by the City. In addition, Tenant shall defend, indemnify, and save harmless, the City, its officers, agents, servants, and employees from and against any and all claims, liabilities, losses, damages, attorneys' fees, and settlement expenses arising from property damage to the cap or parking lot as a result of the Tenant's misuse of the parking lot as described herein.

ARTICLE II Premises

Section 2.1 – Description of Premises

LANDLORD hereby Leases to TENANT and TENANT hereby Leases from LANDLORD, upon and subject to the terms and provisions of this Lease, the premises, hereinafter referred to as the Demised Premises and storage area, if applicable, as defined in Section 1.1 (c) herein and shown on **Exhibit A** and **Exhibit B**, which has been attached hereto and incorporated herein.

Section 2.2 – LANDLORD'S Reservations

Excepting and reserving to the LANDLORD the roof and exterior walls of the building of which the Demised Premises are a part; and further reserving to the LANDLORD the right to place in the Demised Premises, in such manner as to reduce to a minimum the interference with the TENANT'S use of the Demised Premises, utility lines, pipes and the like, to serve premises other than the Demised Premises, and to replace and maintain and repair such utility lines, pipes and the like in, over and upon the Demised Premises as may have been installed in said building. The LANDLORD shall have free and immediate access to the infrastructure cited in Section 2.1 at all times.

ARTICLE III Operating Expenses/ Utilities and TENANT'S Contribution

Section 3.1 – Operating Costs

Included in Gross Rent

Section 3.2 – Responsibility for Utilities

The LANDLORD, in its sole and absolute discretion, may sub-meter any Utilities at the Demised Premises, and charge the TENANT for said use at the LANDLORD'S cost. The TENANT shall pay for all the Utility charges associated with the use of the Demised Premises. Please note that open-flame heaters are prohibited.

ARTICLE IV Use of Premises

Section 4.1 – Permitted Use

It is understood, and the TENANT so agrees, that the Demised Premises and storage area, if applicable, during the Term of this Lease Agreement and any authorized extensions of the Lease shall be used and occupied by the TENANT only for the purposes specified as the use thereof in Section 1.1(g) of this Lease Agreement and for no other purpose or purposes.

Section 4.2 – TENANT'S Alterations and Improvements

The TENANT shall not make any alterations, improvements and/or additions to the Demised Premises without first obtaining, in each instance, the prior written consent of the LANDLORD. LANDLORD agrees in advance to all alterations requested by TENANT to renovate and improve the facility as set forth in the attached document, **Exhibit C**. Also set forth in **Exhibit C** is whether such improvements will need to be removed when this Lease Agreement is terminated. TENANT shall also obtain a building permit(s) and any other applicable construction permits necessary to legally accomplish said alterations, improvements, and/or additions.

By executing this LEASE, TENANT covenants that it has sufficient funds on hand, and has provided proof of said funds to the LANDLORD, to undertake TENANT alterations as displayed in **Exhibit C**. Failure to complete TENANT alterations as displayed in **Exhibit C**, within one year of execution of this lease agreement shall be a default of said LEASE and LANDLORD shall have all remedies as detailed in Section 8.4 of this LEASE.

Section 4.3 – Operational Covenants

The TENANT further agrees to conform to all of the following provisions during the entire Term of this Lease Agreement:

- (a) The TENANT shall always conduct its operations in the Demised Premises under its present trade name unless the LANDLORD shall otherwise consent in writing;
- (b) No auction, fire or bankruptcy sales may be conducted within the Demised Premises without the prior written consent of the LANDLORD. The TENANT'S request for permission must be made at least 30 days in advance of when any such sale occurs;
- (f) The TENANT shall not use the areas adjacent to the Demised Premises for business purposes including but not limited to the distribution of handbills or advertising of any type without the prior written consent of the LANDLORD.

- (g) The TENANT shall not utilize, for any purpose, spaces other than what are allotted as part of this LEASE without written permission from the LANDLORD.
- (h) TENANT hereby agrees to maintain the Demised Premises and operations within in accordance with all State and City of Middletown Health Codes, Building Codes and City Ordinances.
- (f) The TENANT shall receive goods, in such areas, as may be designated by the LANDLORD. All trash, refuse and the like shall be kept in such areas as designated by the LANDLORD and must comply with all appropriate health and building code regulations and rules.
- (g) The TENANT shall not perform any act or carry on any practice which may injure the Demised Premises or any other part of the LANDLORD'S Premises of which the Demised Premises are a part or cause anything beyond reasonable odor or loud noise associated with the uses listed in 1.1(g) or constitute a nuisance or menace to any other occupants or other persons in the Premises, and in no event shall any noises or offensive odors be emitted from the Demised Premises.
- (h) TENANT shall disclose all toxic or hazardous substances used and/or stored within the Demised Premises. TENANT shall provide landlord with the Material Safety Data Sheet (MSDS) as well as a written description of why the material is used and/or stored within the Demised Premises and how the material shall be housed. All hazardous and toxic chemicals MUST be kept in an appropriate storage locker/cabinet and current MSDS shall be maintained on-site by the TENANT at all times. Any spills or releases of hazardous or toxic substances must be reported to the LANDLORD immediately. The LANDLORD reserves the right to terminate the LEASE if it is determined by the LANDLORD that the TENANT is engaged in the misuse, improper storage, or unsafe handling of hazardous or toxic substances within the Demised Premises. The TENANT will indemnify, defend, and save harmless the LANDLORD from any environmental claims, damages, or injury cases arising from the TENANT'S use, storage, or maintenance of hazardous materials in the Demised Premises.
- (i) TENANT agrees to maintain the Demised Premises in a condition suitable and safe for employees in accordance with OSHA standards. The Demised Premises shall remain free of mold or other environmental hazards. The LANDLORD shall be notified immediately about the intrusion of water, mold, or airborne pollutants.
- (j) The TENANT agrees that its employees and others connected with the TENANT'S operations at the Demised Premises will abide by all of the reasonable rules and regulations from time to time established by the LANDLORD.
- (k) The TENANT is responsible for contracting for janitorial services unless otherwise set forth herein.

ARTICLE V Maintenance

Section 5.1 – TENANT Repair Obligations

Except as specifically provided herein, the TENANT agrees that from and after the date that the possession of the Demised Premises is delivered to the TENANT and continuously throughout the Lease Term, the TENANT will keep neat and clean and maintain in good order, condition and repair, the Demised Premises and every part thereof. The TENANT further agrees that the Demised Premises shall be kept in a clean, sanitary and safe condition and shall in all respects comply with the laws of the State and the ordinances of the City of Middletown and in accordance with all directions, rules and regulations of the Health Officer, Fire Marshal, Building Inspector and all other proper officers of the governmental agencies having jurisdiction over the Demised Premises.

Section 5.2 – LANDLORD Repair Obligations

The LANDLORD agrees to keep in good order, condition and repair foundations and structural portions of the Demised Premises including roof, walls, elevators, exterior glass and glass windows and exterior doors irrespective of which party installed the same. The LANDLORD shall not be responsible to make any other improvements or repairs upon the Demised Premises except as specifically detailed in this Lease Agreement.

ARTICLE VI Indemnification

Section 6.1 – Indemnification

The TENANT shall at all times during the Term of this Lease Agreement, from and after the date possession of the Demised Premises is delivered to the TENANT, hold the LANDLORD, its officers, agents, servants and employees harmless and indemnified against any and all loss, damage, cost, expense or liability arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the TENANT'S LEASE or use of the Demised Premises or by reason of any act or thing done or omitted to be done in, upon or about the Leased Premises or any part thereof, unless such loss, damage, cost, expense or liability shall be caused by the negligence of the LANDLORD. The TENANT shall hold the LANDLORD, its officers, agents, servants and employees harmless, indemnified, and free and clear of any and all claims, demands, penalties, liabilities, judgments, costs and expenses, including but not limited to reasonable attorney's fees, arising in connection with the use of the site, Demised Premises, by the TENANT or its employees, agents, guests, visitors, or invitees. For the purposes of this Section, the Demised Premises shall include the service areas adjoining the same and any sidewalk adjacent to the Demised Premises. This indemnification shall survive the termination of this Lease Agreement and shall include indemnity against all costs, expenses and liabilities incurred in connection with any claim or proceeding and the defense thereof, including but not limited to reasonable attorney's fees and court costs.

Section 6.2 – TENANT'S Improvements

The TENANT agrees to use and occupy the Demised Premises and to use such other portions of the Premises as it is herein given the right to use at its own risk. Any work performed by the TENANT shall require building permits from the City of Middletown Building Department. The LANDLORD shall have no responsibility or liability for any loss or damage to the TENANT'S Leasehold improvements or to fixtures or any other personal property of the TENANT or those

claiming by, through or under the TENANT. The provisions of this Section shall apply during the entire Lease Term and during any earlier period that the LANDLORD has given prior written permission to the TENANT to enter the Demised Premises.

Section 6.3 – Loss or Damage

Except for claims arising from the LANDLORD's willful misconduct or negligence not covered by the insurances required of the TENANT hereunder, the TENANT waives all claims against the LANDLORD for injury or death to person, damage to property or to any other interest of the TENANT sustained by the TENANT or any party claiming through the TENANT, resulting from: (i) any occurrence in or upon the Demised Premises; (ii) leaking of roofs, bursting, stoppage or leaking of water, gas, sewer or steam pipes or equipment, including but not limited to sprinklers; (iii) wind, rain, snow, ice, flooding, freezing, fire, explosion, earthquake, excessive heat or cold or other casualty; (iv) the operating and mechanical systems or equipment of the Premises or of the Demised Premises being defective, out of repair or failing; and (v) vandalism, malicious mischief, theft or other acts or omissions of any other parties including but not limited to other tenants, contractors and invitees at the Premises. The TENANT agrees that his property loss risks shall be borne by his insurance and the TENANT agrees to look solely to and seek recovery only from his insurance carriers in the event of such losses. The TENANT agrees to waive any and all of its rights to subrogate against the LANDLORD and/or its insurer for any loss, damages or liability resulting in, on, under or around the Demised Premises.

ARTICLE VII

LANDLORD'S Access to Premises

Section 7.1 – Right of Entry

The LANDLORD and its designees shall have the right to enter upon the Demised Premises (a) at any time in the case of an emergency; (b) at all reasonable hours for the purpose of inspecting; or (c) when making non-emergency repairs at a mutual reasonable time while taking care to not harm the operations or assets of the TENANT. If repairs are required to be made by the TENANT pursuant to the terms of this Lease Agreement or if the TENANT is required to perform any other obligation under this Lease Agreement, the LANDLORD may demand that the TENANT make such repairs or perform such obligation forthwith. If the TENANT refuses or neglects to commence such repairs or perform and complete the same with reasonable dispatch, after such demand, the LANDLORD may, but is not required so to do, make or cause such repairs or performance to be done and shall not be responsible to the TENANT for any loss and/or damage that may accrue as a result thereof. If the LANDLORD makes or causes such repairs or performance to be done, or endeavors so to do, the TENANT agrees that it will forthwith, on demand, pay to the LANDLORD the cost thus incurred, and if the TENANT shall be in default of such payment, then the LANDLORD shall have its remedies provided herein.

ARTICLE VIII

Miscellaneous Provisions

Section 8.1 – Insurance

TENANT shall, at its expense during the term hereof, maintain insurance for the Leased Premises in accordance with the requirements set forth in **Exhibit D** and deliver to LANDLORD without demand a Certificate of Insurance form showing said coverage.

TENANT further agrees, in the event of any loss, to waive all rights of subrogation against the LANDLORD.

In addition to the foregoing, LANDLORD requires TENANT, at its expense during the term hereof, to maintain adequate property insurance, including business income, to cover tenants own interests. In the event that the TENANT elects to not maintain such insurance, the TENANT understands and agrees that pursuant to Section 6.3 of this Agreement, the TENANT waives all claims against the LANDLORD that would otherwise have been covered by such insurance. TENANT further agrees, in the event of any loss, to waive all rights of subrogation against the LANDLORD.

Section 8.2 – Notices

Notices to be given by one party to the other under this Lease shall be in writing, mailed or delivered as follows:

If to the LANDLORD:	City of Middletown Attn: Director Department of Economic and Community Development 245 DeKoven Drive Middletown, CT 06457
If to the TENANT:	KILO COALITION 180 Johnson Street Middletown, CT 06457

Mailed notice shall be sent by United States Certified or Registered Mail, postage prepaid. Such notices shall be deemed to have been given when mailed.

Section 8.3 – Condemnation

If all or any part of the Leased Premises is taken by eminent domain, this Lease shall expire on the date of such taking, and the rent shall be apportioned as of that date. No part of any such award shall belong to TENANT.

Section 8.4 – LANDLORD'S Rights upon Default

In the event of any material breach of this Lease by the TENANT, which shall not have been cured within THIRTY (30) DAYS, then the LANDLORD, besides other rights or remedies it may have under applicable law, shall have the immediate right of reentry and may remove all persons and property from the Leased Premises pursuant to the summary process laws of the State of Connecticut; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, the TENANT. If the LANDLORD elects to reenter as herein provided, or should it take possession pursuant to any notice provided for by law, it may either terminate this Lease or may,

from time to time, without terminating this Lease, relet the Leased Premises or any part thereof, for such term or terms and at such rental or rentals and upon such other terms and conditions as the LANDLORD in LANDLORD's own discretion may deem advisable. Should rentals received from such reletting during any month be less than that agreed to be paid during the month by the TENANT hereunder, the TENANT shall pay such deficiency to the LANDLORD monthly. The TENANT shall also pay to the LANDLORD, as soon as ascertained, the cost and expenses incurred by the LANDLORD, including reasonable attorney's fees, relating to such reletting.

In addition to any material breaching any agreement or covenant set forth in this LEASE, the following shall constitute a default and subject the TENANT to termination of the LEASE:

- (a) Failure on the part of the TENANT to make payment of rent or any other monetary amount due under this LEASE within the prescribed time period.
- (b) With respect to a nonmonetary default under this LEASE, failure of the TENANT to cure the same within thirty (30) days after receiving written notice from the LANDLORD of said default.
- (c) The commencement of any of the following proceedings, with such proceeding not being dismissed within thirty (30) days after it has begun (i) the TENANT hereby created being taken on execution or by other process of law; (ii) the TENANT being judicially declared bankrupt or insolvent according to law; (iii) an assignment being made of the property of the TENANT for the benefit of creditors; (iv) a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer being appointed to take charge of all or any substantial part of the TENANT's property by a court of competent jurisdiction; or (v) a petition being filed for the reorganization of the TENANT under any provisions of the Bankruptcy Code or any federal or state law now or hereafter enacted.
- (d) The TENANT filing a petition for reorganization or for rearrangement under, or otherwise availing itself of any provisions of, the Bankruptcy Code or any federal or state law or hereafter enacted providing a plan or other means for a debtor to settle, satisfy, or extend the time for the payment of debts.
- (e) If the TENANT abandons or vacates the Demised Premises.

Section 8.5 – Quiet Enjoyment

The Landlord agrees that if the TENANT shall pay the rent as aforesaid and remain in compliance with the covenants and agreements herein contained on its part to be performed, the TENANT shall peaceably hold and enjoy the said rented premises without hindrance or interruption by the Landlord or by any other person or persons acting under or through the Landlord.

Section 8.6 – Termination and Surrender upon Termination

- (a) LANDLORD'S Rights to Terminate: If the LANDLORD deems that the TENANT'S conduct could have a negative effect on the reputation of the LANDLORD, has the right, in its sole discretion, to terminate this Lease Agreement immediately. The LANDLORD also shall have the right, in its sole discretion, to terminate this Lease Agreement without cause by giving thirty (30) days written notice to TENANT of such termination specifying the date of such termination.
- (b) Surrender of the Demised Premises Upon Termination: At the end of the Lease term the, TENANT shall surrender the Lease property in as good condition as it was in at the beginning of the term, reasonable use and wear excepted, and it shall be vacated of all property owned or leased by the TENANT. If the TENANT fails to surrender the Lease property in appropriate condition as set forth herein, the LANDLORD shall have all rights and remedies available to it under applicable law, including charging said TENANT for any clean-up or rehab charges or keeping any upfront rent or security deposit to cover said costs.

Section 8.7 – Subordination

This Lease and the TENANT's Leasehold interest is and shall be subordinate, subject and inferior to any and all liens and encumbrances now and thereafter placed on the Leased Premises and all advances paid under such liens and encumbrances.

Section 8.8 – Holdover

No receipt of money by the LANDLORD from the TENANT after the termination of this Lease, the service of any notice, the commencement of any suit or final judgment for possession shall reinstate, continue or extend the term of this Lease or affect any such notice, demand, suit or judgment.

Section 8.9 – Waiver

No waiver of default of the TENANT shall be implied and no express waiver shall affect any default other than the default specified in such waiver and that only for the time and to the extent therein stated. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.

Section 8.10 – Exclusivity of Remedies

All rights and remedies of the LANDLORD and the TENANT under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed by law or statute.

Section 8.11 – Assignment, Provisions Binding

The TENANT shall not assign this Lease without the LANDLORD'S prior written consent, provided that the TENANT and the proposed assignee, including any owner, member, associate, or individual that is a member or officer of the TENANT and the proposed assignee are not delinquent in the payment of any and all taxes, assessments or any other charges levied lawfully against such person or entity by the City of Middletown or any other governmental entity. Any attempt to assign this Agreement in violation of this Section shall render such assignment null and void.

Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit, not only of the LANDLORD and of the TENANT, but also of their respective heirs, legal representatives, successors and permitted assigns, provided this clause shall not permit any assignment/subletting contrary to the provisions of Article 1 or this Section hereof.

Section 8.12 – Entire Agreement

All of the representations and obligations of the LANDLORD and the TENANT are contained herein and no modification, waiver or amendment of this Lease, or any of its conditions or provisions, shall be binding upon the LANDLORD and the TENANT unless in writing, signed by both the LANDLORD and the TENANT.

Section 8.13 – Installments of Rent

The receipt by the LANDLORD of any installment of the Gross Rent shall not be a waiver of any other rental payments then due or of any default of the TENANT hereunder.

Section 8.14 – No Brokerage

The TENANT warrants and represents that he has dealt with no broker in connection with the consummation of this Lease, and in the event of any brokerage claims against the LANDLORD predicated upon prior dealings with the TENANT named herein, the TENANT agrees to defend the same and indemnify the LANDLORD against any such claim.

Section 8.15 – Recording of Lease

At the request of either party, LANDLORD and TENANT shall execute a Notice of Lease in a form prescribed by Section 47-19 of the Connecticut General Statutes for the purpose of giving record notice of the appropriate provisions of this Lease.

Section 8.16 – Requirements of Law

The TENANT shall, at its own expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directions, rules and regulations of the federal, state and city governments and of all other governmental authorities having or claiming jurisdiction, directly or indirectly over the Demised Premises or appurtenances or any part thereof, including but not limited to, environmental rules, regulations and laws, and hazardous materials rules, regulations and laws.

Section 8.17 – Compliance with Law

The TENANT covenants and agrees, at its sole cost and expense, to comply with all present and future laws, orders, and regulations of all state, federal, municipal and local governments.

Section 8.18 – Payment of Taxes

The TENANT shall pay all taxes, if any, herein defined as all general and special taxes, whether ordinary or extraordinary, including existing and future assessments for roads, sewer, utilities, other local improvements, and other governmental charges which may be lawfully charged, assessed, or imposed upon all or any portion of the Demised Premises on both land and all improvements contained therein. Taxes may also be lawfully charged, assessed, or imposed on the Tenant for all fixtures and equipment of every type and also upon all personal property in the Demised Premises. The Tenant shall pay all license fees and other charges which may be imposed lawfully upon the business of the Tenant, which is conducted upon the Demised Premises. LANDLORD SHALL SEND TENANT A TAX BILL FOR THE PORTION OF SPACE IN WHICH THE TENANT IS IN ON A BIENNIAL BASIS. TAXES ARE NOT PART OF THE BASE RENT AS STATED IN ARTICLE 1.1, SECTION (F).

Section 8.19 – Governing Law; Interpretation

This LEASE will be governed and interpreted by the laws of the State of Connecticut, without regard to its conflict of law provisions. To the extent that any court action is permitted consistent with or to enforce any part of this LEASE, the Parties hereby consent to the exclusive jurisdiction of the state and federal courts of the State of Connecticut. Accordingly, with respect to any such court action, TENANT (a) submits to the personal jurisdiction of such courts; (b) consents to service of process; and (c) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction, venue or service of process. Should any provision of this LEASE be declared illegal or unenforceable by any court of competent jurisdiction and such provision cannot be modified to become legal and enforceable, excluding the general release language, such provision will immediately become null and void, leaving the remainder of this Agreement in full force and effect.

Section 8.20 – Waiver of Prejudgment Remedy Hearing and Notice

TENANT ACKNOWLEDGES THAT THIS IS A "COMMERCIAL TRANSACTION" AS SUCH TERM IS DEFINED IN CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, AS AMENDED. TENANT ACKNOWLEDGES THAT, PURSUANT TO SUCH SECTION, IT HAS A RIGHT TO NOTICE OF AND HEARING PRIOR TO THE ISSUANCE OF ANY "PREJUDGMENT REMEDY". NOTWITHSTANDING THE FOREGOING, TENANT, BY EXECUTING THIS LEASE, HEREBY KNOWINGLY AND WILLINGLY WAIVES ALL RIGHTS TO SUCH NOTICE, JUDICIAL HEARING OR PRIOR COURT ORDER UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, AS AMENDED, OR AS OTHERWISE ALLOWED BY THE LAW OF ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH PAYEE OR ITS SUCCESSORS OR ASSIGNS DESIRE TO USE IN CONNECTION WITH ANY SUIT ON THIS CONTRACT, AND AUTHORIZES LANDLORD'S ATTORNEY TO ISSUE A WRIT FOR PREJUDGMENT REMEDY WITHOUT COURT ORDER, PROVIDED THE COMPLAINT SHALL SET FORTH A COPY OF THE WAIVER.

IN WITNESS WHEREOF, the parties have hereunto caused to be set their respective hands and seals on this _____ day of _____, 20____.

Signed, Sealed and Delivered in the Presence of:

LANDLORD, CITY OF MIDDLETOWN

By: _____
Its: _____, Duly Authorized

Date:

TENANT,

By:
Its: , Duly Authorized
Date:

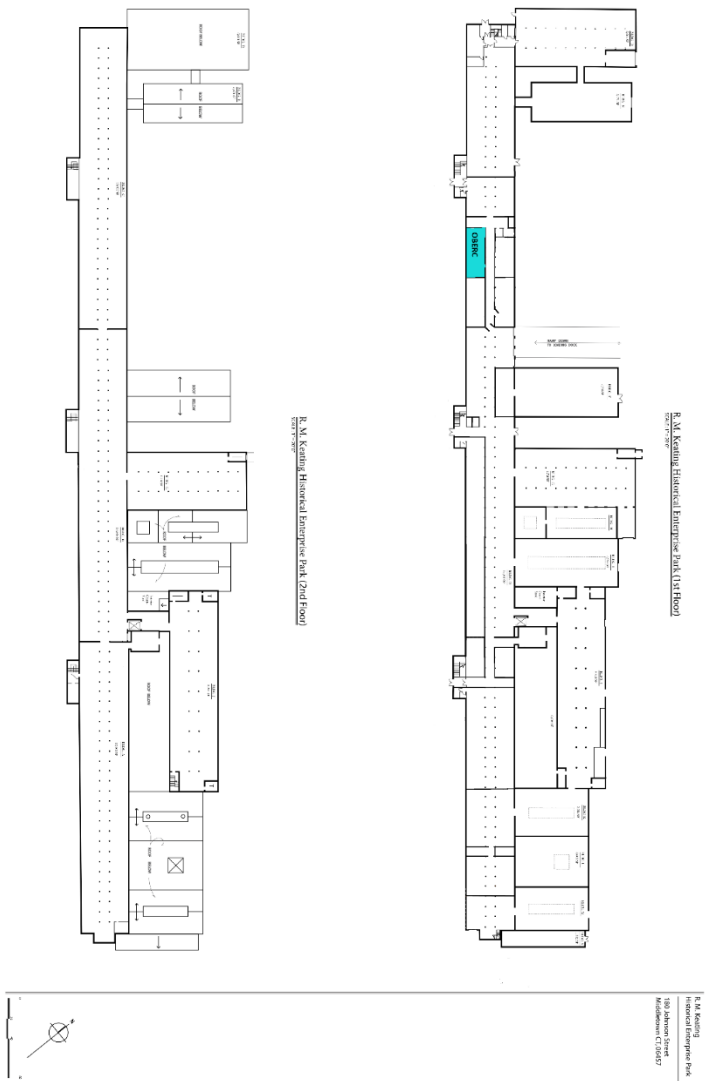


EXHIBIT B – Description of Rentable Space

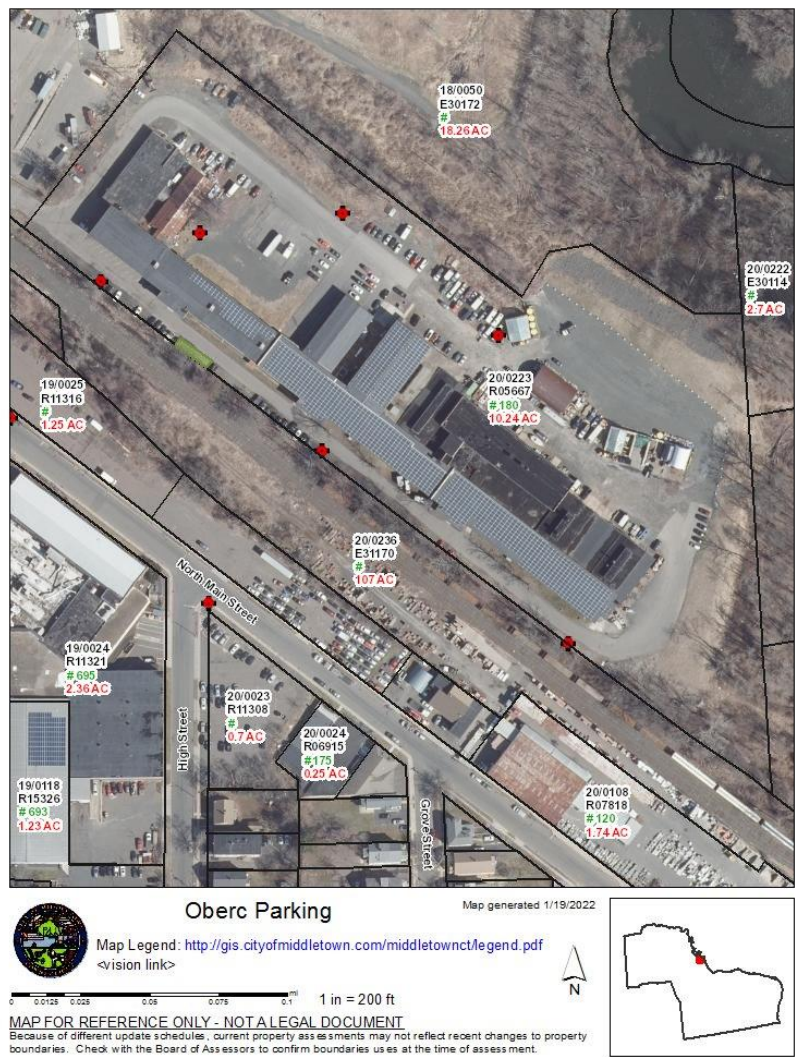
TENANT will be utilizing 1,000 square feet of space on the first floor of building A. The tenant will have access to the space from the west entrances of the building.

EXHIBIT C – Tenant Alterations

Tenant will be responsible for outfitting the space and utilities and must give property owners plans prior to any work being started. All alterations must be permitted and inspected prior to use.

EXHIBIT D – Insurance Requirements

EXHIBIT E – Map of Parking Site



Councilman Anthony Gennaro, Sr. reads the resolution and moves to approve. Councilman Philip Pessina seconds the motion.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved.

M. Approving that the Common Council of the City of Middletown is cognizant of the conditions and prerequisites for the state financial assistance imposed by C. G. S Sec. 32-763; and that the filing of an application for State financial assistance by the City of Middletown in an amount not to exceed \$100,000.00 for 248 William Street, also known as Forest City Laundry Cleaners, is hereby approved and that Mayor, Benjamin Florsheim is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the City of Middletown.

APPROVED

RESOLUTION No: 20-22; K: review/ resolution/ ECD 248 Williams St RES 20-22 - 7 Feb 2022

WHEREAS, the City of Middletown was awarded a Brownfield Assessment grant of \$200,000.00 in December of 2017 for the environmental assessment of 248 William Street, also known as Forest City Laundry Cleaners; and

WHEREAS, on January 2, 2018, the Common Council of the City of Middletown authorized the City of Middletown to execute an agreement to acquire the property after the assessment is complete and that the City is enrolled in a Limited Liability Program through the State DEEP/DECD; and,

WHEREAS, due to the dangers associated with the partial collapse of the building, the City requested additional funds to from DECD to demolish the building in order to make the site safe; and

WHEREAS, said demolition is necessary in order to do the associated environmental assessment of the site; and,

WHEREAS, pursuant to C.G.S. Sec. 32-763, the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and

WHEREAS, it is desirable and in the public interest that the City of Middletown make an application to the State for \$100,000 in order to undertake the Forest City Laundry Project and to execute an Assistance Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN:

1. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by C. G. S Sec. 32-763.

2. That the filing of an application for State financial assistance by the City of Middletown in an amount not to exceed \$100,000.00 for 248 William Street, also known as Forest City Laundry Cleaners, is hereby approved and that Mayor, Benjamin Florsheim is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the City of Middletown.

FINANCIAL IMPACT: The City will receive \$100,000.00 as a grant from the State Department of DECD.

Councilman Philip Pessina reads the resolution and moves to approve. Councilman Grady Faulkner, Jr. seconds the motion.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved

N. Approving that the Common Council of the City of Middletown is cognizant of the conditions and prerequisites for the state financial assistance imposed by C. G. S Sec. 4-66(c); that the filing of an application for State financial assistance by the City of Middletown in an amount not to exceed \$2,000,000.00 for 180 Johnson Street, also known as the RM Keating Historical Enterprise Park, is hereby approved and that Mayor, Benjamin Florsheim is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance, if such an agreement is offered, to execute any amendments, decisions, and revisions thereto and to act as the authorized representative of the City of Middletown.

APPROVED

RESOLUTION No: 21-22; K: review/ resolution/ DEC 180 Johnson St RES 21-22 – 7 Feb 2022

WHEREAS, the City of Middletown owns 180 Johnson Street, Middletown, CT 06457; and,

WHEREAS, the City utilizes the building at 180 Johnson Street, also known as the RM Keating Historical Enterprise Park as a small business incubator; and,

WHEREAS, due to the age of the building and the increase in demand for its use, the City of Middletown needs to do major infrastructure investments in the structure; and,

WHEREAS, pursuant to C.G.S. Sec. 4-66(c), the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and

WHEREAS, it is desirable and in the public interest that the City of Middletown make an application to the State for \$2,000,000.00 in order to undertake the RM Keating Historical Enterprise Park and to execute an Assistance Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN:

1. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by C. G. S Sec. 4-66(c).

2. That the filing of an application for State financial assistance by the City of Middletown in an amount not to exceed \$2,000,000.00 for 180 Johnson Street, also known as the RM Keating Historical Enterprise Park, is hereby approved and that Mayor, Benjamin Florsheim is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the City of Middletown.

FINANCIAL IMPACT: The City will receive \$2,000,000.00 as a grant from the State Department of DECD.

Councilman Edward McKeon reads the resolution and moves to approve. Councilman Philip Pessina seconds the motion.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved

- O. Approving that bid waivers be granted to Coughlin Services Corp. for general contracting and construction and Giuffrida Electric for electrical work associated with the improvements needed at 80 Harbor Drive; and that the Mayor is authorized to sign all contract documents necessary to complete the work at per the lease agreements for 80 Harbor Drive, subject to review and approval by the Office of General Counsel as to form and content.**

APPROVED

RESOLUTION No; 22-22; K: review/ resolution/ ECD bid waiver 80 Harbor Dr RES 22-22 – 7 Feb 2022

WHEREAS, the City of Middletown owns 80 Harbor Drive, Middletown, CT 06457; and,

WHEREAS, the City and the tenant A&R LaMonica, have an approved lease agreement for the operation of a restaurant at said location; and,

WHEREAS, the tenant intends to open the restaurant on approximately May 1, 2022 per the approved lease agreement; and,

WHEREAS, the City is obligated to do significant improvements to the building to facilitate the lease; and

WHEREAS, in the interest in time and in the continuity of the renovation improvements, the 80 Harbor Drive Building Committee has voted unanimously to seek bid waivers for the general contracting work as well as the electrical work at 80 Harbor Drive; and,

WHEREAS, the tenant has hired Coughlin Services Corp and Giuffrida Electric to do the work associated with their improvements; and,

WHEREAS, to maintain the current timeline and progression of work; and,

WHEREAS, pursuant to Section 78-3 of the Middletown Code of Ordinance, the Standardization and Specifications Committee has met and voted unanimously to recommend approval of the bid waiver request for Coughlin Services Corp and Giuffrida Electric to do said work at 80 Harbor Drive; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN: that bid waivers be granted to Coughlin Services Corp. for general contracting and construction and Giuffrida Electric for electrical work associated with the improvements needed at 80 Harbor Drive, and that the Mayor is authorized to sign all contract documents necessary to complete the work at per the lease agreements for 80 Harbor Drive, subject to review and approval by the Office of General Counsel as to form and content:

FINANCIAL IMPACT: Project improvements made through the 21st Century Infrastructure Development Bond

Councilman Eugene Nocera reads the resolution and moves to approve. Councilman Philip Pessina seconds the motion.

Councilman Nocera encourages his colleagues to support this bid waiver, adding that timing is very important. Continuing with these good, local companies is important, adding that they have started their work. They are working to meet the projected May opening. They are very fair in past work they have done for the City, he is confident that they will complete the work for the City. Thank you.

The Chair calls on Councilman Vincent Loffredo.

Councilman Loffredo states that they have a building committee assigned to the work being done there, they also have the responsibility to approve all expenses for people to be paid. He assumes those steps will be taken and accounted for.

Councilman Nocera replies that has already been accounted for.

The Chair states that there is no circumventing of the rules already in place.

There being no further discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved

- P. ORDINANCE: Amending Chapter 14 (“Boards, Committees, and Commissions”), Article VI (“Building Committees”), Section 14-24 (“Membership”), Subsection D of the *Code of Ordinances of the City of Middletown* so that, for any project with special circumstances and having a written explanation from the Mayor, the Mayor may designate, with the consent of the Common Council, an existing commission, committee, or board to serve as the building committee.**

APPROVED

ORDINANCE No; 02-22; K: REVIEW/ ordinance/CH 14 Bldg Comm amend - ORD 02-22 – 7 Feb 2022

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF MIDDLETOWN that Article VI of Chapter 14 of the Middletown Code of Ordinances (Boards, Committees, and Commission) be amended as follows:

ARTICLE VI: BUILDING COMMITTEES

§ 14-23. Appointment and Purpose.

A. Building committees for any City project having a total cost of \$500,000 or more shall be appointed by the Mayor with the consent of the Common Council for all such projects, including the construction or renovations of buildings. Separate building committees shall be appointed for each such project, and said committees shall terminate upon completion of the project, or sooner upon a recommendation of the Mayor and approval by the Common Council.

B. Building committees have the following purposes:

1. Evaluate the overarching plans and needs of the City and how a project fits within them; Include relevant subject matter experts on the committee;
 2. Focus on efficiency, sustainability, and technology, with an eye toward attaining net zero emissions status;
 3. Solicit input from relevant departments prior to final project approval by the Common Council;
- Coordinate with other boards, committees, commissions, and departments so that all agencies are working together and aware of all issues.

§ 14-24. Membership.

A. All such building committees shall consist of at least seven members, all of whom shall be electors of the City, including the following representation:

1. One member with experience in building renovation;
2. One member with experience in the construction industry;
3. One member with experience in business or finance;
4. One member representing the City's Committee Concerning People with Disabilities (CCPD) or an agency or organization of similar purpose;
5. One member of the Clean Energy Task Force;
6. One member of the Common Council;
7. One member of the public; and
8. Where appropriate, one member with experience in visual arts.

B. For school building projects, in addition to the members listed above, the following five members will be included:

1. One member of the Board of Education;
2. One member who is a certified teacher within the Middletown school system and an elector of the City;
3. Two Common Council members from different political parties; and
4. One member of the public who is an elector of the City.

C. Building committees may also form subcommittees, provided that such subcommittees adhere to charter, minority representation, open meeting, and other applicable federal, state, and local requirements. If a building and projects committee wants to include people on a subcommittee who are not currently on the committee, such people may serve on an ad hoc basis if the Mayor nominates and the Common Council confirms them. Such subcommittee members will not become voting members of the building and projects committee but can serve in an ex officio capacity.

D. ~~For projects having a total cost of less than \$500,000~~In special circumstances, and with a written explanation from the Mayor, the Mayor may, with the consent of the Common Council, designate an existing commission, committee, or board to serve as the building committee. Notwithstanding any ordinance to the contrary regarding the membership of such commissions, committees, or boards, by mayoral nomination and Common Council confirmation, a member of the Clean Energy Task Force may be appointed as an ex officio member without voting rights.

§ 14-25. Powers and Duties.

Such building committees shall:

- A. Monitor the progress and completion of all projects assigned to them by the City of Middletown.
- B. Review any feasibility study leading to the creation of the committee for the underlying project.
- C. Upon request, and where necessary to aid process, review staff-created facilities studies and inventory of current City and Board of Education properties.
- D. Review and approve for payment, where warranted, all bills and obligations of the project, with the power of final approval and payment remaining vested under Charter in the Mayor as the City's Chief Executive Officer;
- E. Make recommendations concerning said building projects to the Mayor and Common Council;
- F. Make recommendations to the Mayor as to proposed change orders;
- G. Provide quarterly status reports to the Finance and Government Operations Commission and provide such information concerning any building projects undertaken by the City of Middletown as may be requested by the Common Council;
- H. Provide a financial report to the Finance Department at the conclusion of the project that includes a schedule of anticipated project revenues along with their anticipated date(s) of receipt. The Board of Education shall provide such information for all school projects;

- I. Evaluate how well planning, budgeting, design, and construction achieves the lowest possible carbon footprint and highest possible levels of energy efficiency and conservation, with reference to building sustainability criteria, including LEED (Leadership in Energy and Environmental Design) gold certification or higher, Passive House, Living Building Challenge, and Net Zero energy;
- J. Report to the Clean Energy Task Force and the Common Council the results of such evaluation;
- K. Consider transit access as well as walkability and bikeability criteria in the planning, design, budget, and construction phases of the project and report to the Complete Streets Committee, the Public Works and Facilities Commission, and the Common Council the results of such consideration.

§ 14-26. Meetings.

Building committees shall meet regularly when such projects are undertaken with staff assistance as appropriate from the Director of Public Works, the Director of Water and Sewer, the Fire Marshal, and the Board of Education's Director of Facilities, or their designees. Such committees will also seek guidance from the City's consultant on energy, whether serving as a contractor or as an employee. The committee may also request the assistance of other City and Board of Education departments, boards, committees, and commissions.

Councilman Vincent Loffredo reads the proposed ordinance and moves to approve. Councilman Philip Pessina seconds the motion.

The Chair calls on Councilman Eugene Nocera.

Councilman Eugene Nocera points out that an item just passed - the Keating project – which will need to be discussed at the next meeting for approval – they are already working on these projects. It would make sense for the Economic Development Commission to be the building committed here, in his opinion.

Councilman Loffredo adds that there are two (2) other items that the Council voted on this evening which involve building committees. There involve the voltaic cells at Snow and Farm Hill. Many of us know – and several of us serve – on the building committees for roofs. It might be appropriate that a formal assignment be done, assuming that we can find funding.

There being no further discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved

14. Mayor's Appointments

The Chair offers the following appointments:

Zoning Board of Appeals:

- **Nicholas Ficaro (D):** move from alternate member seat and appoint as regular member to balance of 5-year term to November 30, 2024, filling the seat formerly held by Gary Middleton (D), who resigned November 3, 2021
- **Kevin Brignole (R):** move from current alternate member seat and appoint to balance of 5-year term to November 30, 2023, filling the seat formerly held by Dina Ford (R), who resigned January 14, 2022
- **David Booth (R):** appoint as alternate member to balance of 5-year term to November 30, 2022, filling the alternate member seat, currently held by Kevin Brignole (R), who is being promoted to regular member seat

Russell Library Board of Trustees:

- **Faraneh Carnegie-Hargreaves (U):** appoint to balance of 3-year term to May 31, 2022, filling the vacancy seat formerly held by Sheila Jones (D), who resigned February 12, 2021
- **A. Stephen Nelson (D):** reappoint to balance of 3-year term to May 31, 2024
- **Jennifer Hadley (D):** reappoint to balance of 3-year term to May 31, 2024

Snow School Roof Building Committee:

- **Charles Wiltsie (R):** appoint as Board of Education representative, filling the seat held by former BOE Member Christopher Sugar (R)

Farm Hill School Roof Building Committee:

- **Charles Wiltsie (R):** appoint as Board of Education representative, filling the seat held by former BOE Member Christopher Sugar (R)

Councilman Philip Pessina moves to approve the proposed appointments. Councilman Edward Ford, Jr. seconds the motion.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved

15. Meeting Adjournment

There being no further business, Councilman Eugene Nocera moves to adjourn. Councilman Philip Pessina seconds the motion.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 12-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, E. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia.) The matter is approved

The meeting is adjourned at 9:59 PM.

ATTEST:
LINDA S.K. REED,
COMMON COUNCIL CLERK

K: review/minutes/ 2022 February 07 – regular meeting minutes – 7 February 2022